

AUG-5 1974

LAURENCE F. HENIGAN, Clerk
By **BARBARA A. RODGERS**
Deputy

AGREEMENT NO. 74-158

(Agreement for Provision of Residential,
Vocational and Counseling Services)

THIS AGREEMENT dated this 5th day of August, 1974,
by and between the COUNTY OF YOLO, a political subdivision of the
State of California, hereinafter referred to as COUNTY, and
YOLO ALTERNATIVES, INC., a non-profit corporation, hereinafter
called CONTRACTOR,

W I T N E S S E T H:

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1. In accordance with the terms and conditions of this agreement,
CONTRACTOR hereby agrees to provide facilities for at least
six (6) persons for residential, vocational, and counseling
services for the purpose of rehabilitation of adult probation
clients of the Yolo County Probation Department and to provide
the following services to such clients as are referred to
CONTRACTOR within its capacity by the Yolo County Probation
Department:
 - A. Residential services - 24 hours per day supervised living
experience.
 - B. Vocational services - prepare probation clients to super-
vised living experience.
 - C. Counseling services - provide probation clients with
therapeutic experience which will enable them to gain and
maintain better control over their own lives.
 - D. The foregoing services will be administered by paid
professional supervisory staff on a 24-hour per day basis.
2. In accordance with the terms and conditions of this agreement,
COUNTY agrees to pay CONTRACTOR the sum of ONE THOUSAND ONE
HUNDRED SIXTY-FIVE (\$1,165) DOLLARS on the last day of each
month during the term of this agreement.

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1 3. IT IS MUTUALLY AGREED AS FOLLOWS:

2 A. The term of this agreement shall commence on the 1st day
3 of July, 1974, and shall terminate on June 30th, 1975;
4 provided, however, COUNTY reserves the right to terminate
5 this agreement upon thirty (30) days' notice in writing.

6 B. CONTRACTOR shall maintain books, records, documents and
7 other evidence in accounting procedures and practices
8 which will sufficiently and properly reflect all direct and
9 indirect costs of any nature expended in the performance
10 of this agreement. These records shall be subject at all
11 reasonable times for inspection and review or audit by
12 the County of Yolo, its officers, or agents. Micro Fiched

13 C. The terms and conditions of this agreement shall not be
14 altered or modified except as set forth in an agreement in
15 writing executed by both parties hereto.

16 IN WITNESS WHEREOF, the parties have executed this
17 agreement the day and year first above written.

18 COUNTY OF YOLO, a political subdivi-
19 sion of the State of California

20 BY *Wm E. Duncan*

21 CHAIRMAN OF THE BOARD OF SUPERVISORS

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24
25 YOLO ALTERNATIVES, INC., a non-
26 profit corporation

27 BY *John W. Sublett*

RECEIVED

AUG 20 1974

LAURENCE P. HENIGAN, Clerk

By 1 Deputy

FILED

AUG 20 1974

LAURENCE P. HENIGAN, Clerk

By 1 Deputy

AGREEMENT NO. 74-159

2 (Agreement for Landscape Maintenance Service
3 to the Davis Branch Library

4 THIS AGREEMENT made and entered into this 5th day of
5 August, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter called COUNTY,
7 and DEAN R. THORSON, hereinafter called CONTRACTOR,

8 W I T N E S S E T H: Micro Fiched

9 WHEREAS, COUNTY has heretofore entered into Yolo County
10 Agreement No. 73-278 with CONTRACTOR for certain landscape mainte-
11 nance services; and

12 WHEREAS, COUNTY and CONTRACTOR desire to extend the term of
13 said Agreement No. 73-278;

14 NOW, THEREFORE, for and in consideration of the mutual
15 agreements herein contained, IT IS UNDERSTOOD AND AGREED by and
16 between the parties hereto as follows:

17 1. The term of said Agreement No. 73-278 is hereby extended
18 for the term of one (1) year commencing on the 1st day of July,
19 1974 and terminating on June 30th, 1975, and may be renewed for
20 additional renewal terms of one year each unless notice of non-
21 renewal is given in writing by either party at least thirty (30)
22 days prior to the expiration of each term or renewal term.

23 2. Either party may terminate their agreement by giving
24 written notice of the intention to terminate at least thirty (30)
25 days prior to the date of termination.

26 3. In all other respects, the terms and conditions of said
27 Agreement No. 73-278 are hereby ratified and confirmed.

28 IN WITNESS WHEREOF, the parties hereto have executed this
29 agreement as of the day and year hereinabove set forth.

30 COUNTY OF YOLO, a political subdivi-
31 sion of the State of California

32 BY W E Henigan

CHAIRMAN OF THE BOARD OF SUPERVISORS

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY Paula C Coral
4 DEPUTY

5 (SEAL)

6
7 Micro Fiched

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9 Dean R. Thorson
10 DEAN R. THORSON

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2 TRANSFER AGREEMENT

3 BETWEEN

4 FILED

5 AUG-51974

6 LAURENCE P. HING
By BARBARA A. RODGERS

7 Yolo General Hospital
170 West Beamer Street
Woodland, California 95695

8 AND

9 Davis Convalescent Hospital, Inc., DBA
Davis Convalescent Hospital

10 715 Pole Line Road

11 Davis, California 95616

12 To facilitate continuity of care and the timely transfer
13 of patients and records between the hospital and the skilled nurs-
14 ing home, the parties named above agree as follows: Micro Fiched

15 1. When a patient's need for transfer from one of the
16 above institutions to the other has been determined and substan-
17 tiated by the patient's physician, the institution to which transfer
18 is to be made agrees to admit the patient as promptly as possible,
19 provided admission requirements in accordance with Federal and
20 State laws and regulations are met.

21 2. The transferring institution will send with each
22 patient at the time of transfer, or in the case of emergency, as
23 promptly as possible, the completed transfer and referral forms
24 mutually agreed upon to provide the medical and administrative
25 information necessary to determine the appropriateness of the
26 placement and to enable continuing care to the patient. The trans-
27 fer and referral forms will include such information as current
28 medical findings, diagnosis, rehabilitation potential, a brief
29 summary of the course of treatment followed in the transferring
30 institution, nursing and dietary information, ambulation status,
31 and pertinent administrative and social information.

32 3. The hospital shall make available its diagnostic and
therapeutic services, including emergency dental care, on an

1 outpatient basis as ordered by the attending physician subject to
2 Federal and State laws and regulations.

3 4. The institution responsible for the patient shall be
4 accountable for the recognition of need for social services and
5 for prompt reporting of such need to the local welfare department
6 or other appropriate sources.

7 5. The transferring institution will be responsible for
8 the transfer or other appropriate disposition of personal effects,
9 particularly money and valuables, and information related to these
10 items.

Micro Filled

11 6. The transferring institution will be responsible for
12 effecting the transfer of the patient, including arranging for
13 appropriate and safe transportation and care of the patient during
14 the transfer in accordance with applicable Federal and State laws
15 and regulations.

16 7. Charges for services performed by either facility shall
17 be collected by the institution rendering such services, directly
18 from the patient, third-party payor or other sources normally
19 billed by the institution. Neither facility shall have any
20 liability to the other for such charges.

21 8. The Governing Board of each facility shall have ex-
22 clusive control of policies, management, assets and affairs of its
23 respective institutions. Neither institution shall assume any
24 liability by virtue of the agreement for any debts or other obliga-
25 tions incurred by the other party to this agreement.

26 9. Nothing in this agreement shall be construed as limit-
27 ing the rights of either institution to contract with any other
28 facility on a limited or general basis.

29 10. This agreement shall be in effect no longer than one
30 year from the date effected. However, it may be terminated by
31 either facility upon thirty (30) days' written notice, with copies
32 to the Bureau of Health Facilities Licensing and Certification,

1 State Department of Public Health, 744 P Street, Sacramento,
2 California 95814. This agreement shall be automatically terminated
3 should either facility fail to maintain its licensure or certifica-
4 tion.

5 11. This agreement shall be renewed at least annually in
6 writing and shall be maintained in the facility's files with a
7 copy of the renewed agreement sent to the Certification Unit,
8 Department of Health Care Services, 714 P Street, Sacramento,
9 California 95814.

10

11 DATE: July 18 1974

SIGNED:

Micro Fiched

12 Davis Convalescent Hospital, Inc., dba

13 Davis Convalescent Hospital

14 (Name of Skilled Nursing Home)

J.R. Jones
(Administrator)

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16

17 YOLO GENERAL HOSPITAL

18 (Name of Hospital)

W.E. Duncan
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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(SEAL)

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FILED

AUG-7 1974

LAWRENCE P. HENICAN, Clerk

By *Barbara A. Rodgers*
Deputy

1 AGREEMENT NO. 74-161

2 (Agreement for Revenue Sharing Funds)

3

4 THIS AGREEMENT made and entered into this 5th day of
5 August, 1974, by and between the COUNTY OF YOLO, a political subdivi-
6 sion of the State of California, hereinafter called COUNTY, and
7 YOLO COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter called GRANTEE,

8

9 W I T N E S S E T H:

Micro Fiches

10 WHEREAS, COUNTY has received and has on hand funds from
11 the Federal government under the State and Local Fiscal Assistance
12 Act of 1972 (PL 95-512, 31 USC §§ 1221-1263) to be used for social
13 services for the poor (31 CFR § 51.31(a)(1)(vii)); and

14 WHEREAS, GRANTEE has submitted an application and proposal
15 for a grant of funds for such purposes, a copy of which is
16 attached hereto; and

17 WHEREAS, the Board of Supervisors of the County of Yolo
18 in public hearings fully examined said proposal and has approved
19 it by Minute Order on July 1, 1974;

20 NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS
21 FOLLOWS:

22 1. COUNTY shall, upon execution of this agreement, pay
23 over to GRANTEE the sum of \$76,500.

24 2. GRANTEE promises and undertakes to use all of said
25 funds exclusively for said purposes, and in accordance with said
26 budget and proposal attached hereto; and further:

27 a. Agrees to comply with requirements of the State
28 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§
29 1221-1263) and with rules and regulations promulgated thereunder
30 (31 CFR Part 51);

31 b. Agrees to maintain proper and adequate records
32 and ledgers sufficient to enable an audit of same in the event

1 audit is necessary or appropriate, and to make said records avail-
2 able to such audit upon reasonable request of COUNTY;

3 c. Agrees that none of these funds will be used,
4 directly or indirectly, as matching funds to obtain other Federal
5 funds;

6 d. GRANTEE covenants and warrants that it shall
7 indemnify, defend, and hold COUNTY free and harmless from any
8 loss, claim, or cause of action of any nature whatsoever arising
9 from any of its conduct in the performance of this agreement.

10 e. Agrees to maintain its fiscal accounts in a manner
11 sufficient to:

Micro Fiches

- 12 1) Permit the reports required by the Secretary
13 of the Treasury to be prepared therefrom,
- 14 2) Document compliance with the matching funds
15 certification,
- 16 3) Permit the tracing of entitlement funds to a
17 level of expenditure adequate to establish
18 that such funds have not been used in viola-
19 tion of the restrictions and prohibitions of
20 the Act;

21 f. Agrees that no person in the United States shall,
22 on the ground of race, color, national origin, or sex, be excluded
23 from participation in, be denied benefits of, or be subjected to
24 discrimination under any program or activity funded in whole or in
25 part with these funds;

26 g. Agrees to comply with Title VI of the Civil Rights
27 Act of 1964 (42 USC 2000d);

28 h. Agrees that the activities to be undertaken under
29 said proposal will be administered by or under the supervision of
30 GRANTEE;

31 i. Agrees to comply with the provisions of the Hatch
32 Act which limit political activities of governmental employees.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdi-
4 vision of the State of California

5 BY W. E. Duncan
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

9 BY Pat E. Lucas
10 DEPUTY

11 (SEAL)

12 Micro Fiched

13
14 Jack J. Potter
15 JACK J. POTTER
16 YOLO COUNTY SUPERINTENDENT OF SCHOOLS
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YOLO COUNTY OFFICE OF EDUCATION
REVENUE SHARING 1974-75
REVISED BUDGET, DAY CARE PROGRAMS

I	Harvest Day Care Centers		
	Esparto	\$11,277	
	Winters	13,327	
	Yolo (Formerly Knights Landing)	<u>12,802</u>	
		\$37,406	
II	United Christian Center		
	Annual Program Supplement	10,000	
III	Day Care Administration	7,683	
IV	Yolano Parent Child Center		Micro Fiched
	Fencing	1,650	
	Paving	800	
	Annual Program Supplement	<u>10,000</u>	
		12,450	
V	Other Expenses		
	Mileage for supervision/food delivery	600	
	Salary adjustments for new scale effective	8,361	
	July 1, 1974 (Esparto, Winters, United Christian Center, Yolo and Yolano)		
		<u>\$76,500</u>	

32

APPLICATION FOR REVENUE SHARING FUNDS
YOLO COUNTY

FILED

APR 16 1974

LAURENCE R. HENDON, Clerk

Laurence R. Hendon
County Clerk

YOLO COUNTY DAY CARE PROPOSALS

Micro Fiched

Submitted by

YOLO COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
500 First Street
Woodland, California 95695

April 15, 1974

YOLO COUNTY
COORDINATED DAY CARE PROGRAMS

Purpose: To provide centralized responsibility and accountability for day care programs in Yolo County. The main areas of central coordination will be:

1. Fiscal management and control
2. Central personnel management
3. Program supervision and management
4. Interagency coordination
5. Inservice workshops

BUDGET SUMMARY:

I:	Winters Harvest Day Care Center	\$13,327
	Esparto Harvest Day Care Center	11,277
	Knights Landing Day Care Center	12,802
		\$37,406

Micro Fiched

II:	United Christian Center	
	Annual Program - Supplement	\$20,000
	Basic \$1.05/child hour will be requested through State Department of Education	

III:	Day Care Administration - 77 days	\$6,985
	45% of 220 day contract + Fringes	698
		\$7,683

	Other Expenses - Mileage	
	1,000/Mo @ .14/mi. x 3 mo.	\$420
		\$8,103

TOTAL REQUEST	\$65,509
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IV: Migrant Day Care Centers (Davis, Dixon, Dixon Infant Care, Madison) \$100,161.00
Funded by State Dept. of Education for April 1 through June 30, 1974

Application pending for funding for period July 1 through October 30, 74

WINTERS DAY CARE CENTER
BUDGET
July 1 - Sept 30, 1974

15 A.D.A.

200 INSTRUCTION

\$8,087

213	Teachers' Salaries		
	Teacher (3.5 mos x \$650)	\$2,275	
	Asst. Teacher (3 mos x \$550)	1,650	
	Teacher Subs. (6 days x \$25)	150	
		<u>\$4,075</u>	
220	Classified Salaries		
	Teachers' Aides (2 x 8hrs. x 66 days x \$2.60)	\$2,746	
	Teachers' Aides Subs. (6 days X \$20)	120	
	Accountability Agent (1/2 x 3.5 mos x \$600 x 38%)	399	
	*If all not approved - wrong percentage	<u>\$3,265</u>	
240	Other books (20 capacity x \$2)	40	
290	Other Expenses of Instruction		Micro Fiched
291	Instructional Supplies		
	General Instructional Supplies		
	(20 capacity x \$12)	240	
	Develop. Screening Materials		
	(30 cum x \$.50)	15	
292	Mis. Expenses of Instruction		
	Office supplies & reprod.	65	
	Staff mileage (@14¢/mile)		
	Central (3.5 mos. x 550 miles x 68%)	183	
	Instructional (3.5 mos. x 150 miles)	74	
	Special expenses & fees related to field trips		
	(20 capacity x \$1)	20	
	Preservice & Inservice Training	50	
	Evaluation (30 cum x \$2)	60	

400 HEALTH SERVICES

\$600

490	Health Services		
	Complete physicals incl. urinalyses, TB tests, Hematocrits,		
	hearing & vision screening as needed (1/2 x 30 cum x \$30)	450	
	Emergency health services	150	

WINTERS DAY CARE CENTER - BUDGET
 July 1 - Sept. 30, 1974
 Page 2

<u>500 PUPIL TRANSPORTATION</u>		\$120
591	Payments for bus rental (2 trips x \$60)	
<u>600 OPERATION OF PLANT</u>		\$1,377
621	Salaries for care of building	
	Custodian (1/2 x 8 hrs. x 66 days x \$2.60)	687
	Custodian Sub. (1/2 x 3 days x \$20)	30
		<u>\$717</u>
691	Utilities & Fuel	
	Telephone (3.5 mos x \$30)	105
	P.G.&E. + Water (3.5 mos. x \$70)	245
		<u>\$350</u>
692	Supplies	
	Custodial supplies	175
	Mtce. supplies	75
		<u>\$250</u>
699	Miscellaneous Expenses	
	Gargage (3 mos. x \$20)	60
<u>700 MAINTENANCE OF PLANT</u>		\$450
731	Instructional Equipment	100
732	Non instructional Equipment	100
790	Other expenses for Mtc. of Plant	
	791 Repair of buildings	50
	792 Upkeep of grounds	50
	793 Repair of Equipment	
	Emergency service calls & repairs	100
	Repair of inside & outside equipment	50
<u>800 FIXED CHARGES</u>		\$879
830	Employees Insurance	
	Unemployment Insurance	\$413
840	State Compensation	48

WINTERS DAY CARE CENTER - BUDGET
July 1 - Sept. 30, 1974
Page 3

800 FIXED CHARGES CON'T

890 Other fixed charges		
All risks, liability (\$500 x 38%)	190	
Pupil Insurance (15 A.D.A. x \$3.50)	53	
	<u>\$243</u>	
892 Rental expenses		
Delivery truck (3.5 mos x \$150 x 33 1/3%)	175	Micro Fiched

900 FOOD SERVICES

\$1,814

920 Classified Salaries		
Cook (1/2 x 8 hrs. x 66 days x \$2.80)	739	
Sub. Cook (3 days x 4 hrs. x \$2.50)	30	
	<u>\$769</u>	
930 Food		
1/2 x 15 A.D.A. x 66 days x \$1.00 (B,L,2 snacks)	495	
1/2 x 15 A.D.A. x 66 days x \$.85 (L & 2 snacks)	421	
	<u>\$916</u>	
999 Other Expenses of Food Services		
Consumable supplies (15 A.D.A. x 66 days x \$.10)	99	
Repair & Replacement of equipment	30	
	<u>\$129</u>	

\$13,327

WINTERS BENEFITS

	STATE COMP .59%	UNEMPLOY INSURANC 5.1%
Teacher (3.5 mos x \$6.50 = \$2,275)	13.42	116.03
Asst. Teacher (3 mos. x \$550 = \$1,650)	9.74	84.15
Aide (2) (2 x 8 hrs. x 66 days x \$2.60 = \$2,746)	16.20	140.05
Cook (1/2 x 8 hrs. x 66 days x \$2.80 = \$739)	4.36	37.69
Custodian (1/2 x 8 hrs. x 66 days x \$2.70 = \$687)	4.05	35.04
TOTALS	<u>\$47.77</u>	<u>\$412.96</u>

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ESPARTO DAY CARE
BUDGET
July 1 - Sept. 30, 1974
12 A.D.A.

\$6,449

200 INSTRUCTION

213 Teachers' salaries		
Teacher (3.5 mos x \$650)		\$2,275
Asst. Teacher (3 mos x \$550)		1,650
Teacher subs. (6 days x \$25)		150
		<u>\$4,075</u>
240 Other books (20 capacity x \$2)		40
290 Other Expenses of Instruction		
291 Instructional Supplies		
Gen. Inst. Supplies (20 capacity x \$12)		240
Develop screening materials (26 cum x \$.50)		13
292 Misc. Expenses of Instruction		
Office Supplies & reprod.		65
	Micro Fiched	
Staff mileage (0 14¢/mile)		
Central (3.5 mos x 550 miles x 32%)		86
Instructional (3.5 mos x 100 miles)		49
Special expenses & fees related to field trips (20 capacity x \$1)		20
Preservice & Inservice Training		50
Evaluation (26 cum x \$2)		52
		<u>\$575</u>
		\$515

400 HEALTH SERVICES

490 Health Services		
Complete physicals incl. urinalyses, TB tests, hematocrits, hearing & vision screening as needed (1/2 x 26 cum x \$30)		390
Emergency health services		125

\$120

500 PUPIL TRANSPORTATION

591 Payments for bus rental (2 trips x \$60)	
--	--

600 OPERATION OF PLANT

\$1,377

621 Salaries for care of bldg.		
Custodian (½ x 8 hr x 66 days x \$2.60)		687
Custodian sub. (½ x 3 days x \$20)		30
		<u>\$717</u>

600 OPERATION OF PLANT CON'T.

691	Utilities & Fuel	
	Telephone (3.5 mos x \$30)	105
	P.G.&E + Water (3.5 mos. x \$70)	245
		<u>\$350</u>
692	Supplies	
	Custodial Supplies	175
	Mtce. Supplies	75
		<u>\$250</u>
699	Miscellaneous expenses	
	Garbage (3 mos. x \$20)	60
		Micro Fiched

700 MAINTENANCE OF PLANT

\$450

731	Instructional Equipment	100
732	Non-instructional Equipment	100
790	Other expense for maintenance of plant	
791	Repair of buildings	50
792	Upkeep of grounds	50
793	Repair of equipment	
	Emergency service calls & repair	100
	Repair of inside & outside equipment	50
		<u>\$150</u>

800 FIXED CHARGES

\$755

830	Employee Insurance	
	Unemployment Insurance	343
840	State Compensation	40
890	Other Fixed Charges	
	All risks, liability (\$500 x 31%)	155
	Pupil Insurance (12 A.D.A. x \$3.50)	42
		<u>\$197</u>
892	Rental Expenses	
	Delivery Truck (3.5 mos x \$150 x 33 1/3%)	175

ESPARTO DAY CARE - BUDGET

July 1 - Sept. 30, 1974

Page 3

900 FOOD SERVICES

\$1,611

920 Classified Salaries

cook (1/2 x 8 hrs. x 66 days x \$2.80)

739

Sub. Cook (3 days x 4 hrs. x \$2.50)

30

\$769

930 Food

1/2 x 12 A.D.A. x 66 days x \$1.00 (B,L,2 snacks)

396

1/2 x 12 A.D.A. x 66 days x \$.85

337

\$733

999 Other Expenses of Food Services

Consumable supplies (12 A.D.A. x 66 days x \$.10)

79

Repair & replacement of equipment

30

\$109

Micro Fiched

TOTAL

\$11,277

ESPARTO BENEFITS

	<u>STATE COMP .59%</u>	<u>UNEMPLOYM INSURANCE 5.1%</u>
Teacher 3.5 mos. X \$650 = \$2,275	13.42	116.03
Assistant Teacher 3 mos X \$550 = \$1,650	9.74	84.15
Aide 8 hrs. X 66 days X \$2.60 = \$1,373	8.10	70.02
Cook 1/2 X 8 hrs. X 66 days X \$2.80 = \$739	4.36	37.69
Custodian 1/2 X 8 hrs. X 66 days X \$2.60 = \$687	4.05	35.04
TOTALS	\$39.67	\$342.93

Micro Fiched

KNIGHTS LANDING DAY CARE
BUDGET
July 1 - Sept 30, 1974
12 A.D.A.

200 INSTRUCTION

\$6,521

213	Teachers' Salaries		
	Teacher	(3.5 mos x \$650)	\$2,275
	Asst. Teacher	(3 mos x \$550)	1,650
	Teacher Subs.	(6 days x \$25)	150
			<u>\$4,075</u>
220	Classified Salaries of Instruction		
	Teachers' Aides (8hrs. x 66 days x \$2.60)		\$1,373
	Teachers' Aides Subs. (3 days x \$20)		60
	Accountability Agent (1/2 x 3.5 mos x \$600 x 31%)		326
			<u>\$1,759</u>
240	Other books		
	(20 capacity x \$2)		40
290	Other Expenses of Instruction		
291	Instructional Supplies		Micro Fiched
	General Instructional Supplies		300
	(20 capacity x \$15)		
	Develop. Screening Materials		13
	(26 cum x \$.50)		
292	Mtr. Expenses of Instruction		
	Office supplies & reprod.		65
	Staff mileage (@ 14¢/mile)		
	Central (3.5 mos x 200 miles)		98
	Instructional (3.5 mos x 100 miles)		49
	Special expenses & fees related to field trips		
	(20 capacity x \$1)		20
	Preservice & Inservice Training		50
	Evaluation (26 cum x \$2)		52
			<u>\$ 334</u>

400 HEALTH SERVICES

\$515

490	Health Services		
	Complete physicals incl. urinalyses, TB tests, hematocrits,		
	hearing & vision screening as needed (1/2 x 26 cum x \$30)	390	
	Emergency health services	125	

500 PUPIL TRANSPORTATION

\$120

591	Payments for bus rental (2 trips x \$60)		
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600 OPERATION OF PLANT

\$1,377

621	Salaries for care of bldg.	
	Custodian (1/2 x 8 hrs x 66 days x \$2.60)	687
	Custodian sub. (1/2 x 3 days x \$70)	30
		<u>\$717</u>
691	Utilities & Fuel	
	Telephone (3.5 mos x \$30)	105
	P.G. & E + Water (3.5 mos x \$70)	245
		<u>\$350</u>
692	Supplies	
	Custodial Supplies	175
	Mtce. Supplies	75
		<u>\$250</u>
699	Miscellaneous expenses	
	Garbage (3 mos x \$20)	60

700 MAINTENANCE OF PLANT

\$450

731	Instructional Equipment	100
732	Non-instructional Equipment	100
790	Other expense for maintenance of plant	
	791 Repair of buildings	50
	792 Upkeep of grounds	50
	793 Repair of equipment	
	Emergency service calls & repair	100
	Repair of inside & outside equipment	50
		<u>\$150</u>

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800 FIXED CHARGES

\$2,220

830	Employee Insurance	
	Unemployment Insurance	343
840	State Compensation	40
890	Other Fixed Charges	
	All risks, liability (\$500 x 31%)	155
	Pupil Insurance (12 A.D.A. x \$3.50)	42
		<u>\$197</u>
892	Rental Expenses	
	Trailers (3.5 mos x \$250)	875
	Trailer set up/removal (2 x \$175)	350
	Chemical Toilets (3.5 mos x \$65)	228
	Delivery truck (3.5 mos x \$150 x 33 1/3%)	175
		<u>\$1,628</u>

900 FOOD SERVICES

\$1,611

920	Classified Salaries	
	Cook (1/2 x 8 hrs x 66 days x \$2.80)	730
	Sub. Cook (3 days x 4 hrs x \$2.50)	30
		<u>\$769</u>
930	Food	
	1/2 x 12 A.D.A. x 66 days x \$1.00 (B,L,2 snacks)	396
	1/2 x 12 A.D.A. x 66 days x \$.85 (L,2 snacks)	337
		<u>\$733</u>
999	Other Expense: of Food Services	
	Consumable supplies (12 A.D.A. x 66 days x \$.10)	79
	Repair & replacement of equipment	30
		<u>\$109</u>

TOTAL

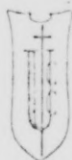
\$12,802

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KNIGHTS LANDING BENEFITS

	<u>STATE COMP .59%</u>	<u>UNEMPLOYMENT INSURANCE 5.1%</u>
Teacher 3.5 mos X \$650 = \$2,275	13.42	116.03
Assistant Teacher 3 mos X \$550 = \$1,650	9.74	84.15
Aide 8 hrs. X 66 days X \$2.60 = \$1,373	8.10	70.02
Cook 1/2 X 8 hrs. X 66 days X \$2.80 = \$739	4.36	37.69
Custodian 1/2 X 8 hrs, X 66 days X \$2.60 = \$687	<u>4.05</u>	<u>35.04</u>
TOTALS	<u>\$39.67</u>	<u>\$342.93</u>

Micro Fiched



United Christian Centers

of the Greater Sacramento Area

BRODERICK CHRISTIAN CENTER
110 Sixth Street Broderick, California 95605
Telephone: 372-0200

April 12, 1974

John Siden, Unit Director

UNITS

Broderick
Lincoln
Del Paso Heights

Mr. Forrest Honnold
Yolo County Schools
500 First Street
Woodland, CA 95695

Dear Forrest,

EXECUTIVE DIRECTOR
Rosenwald C. Robertson

As you are well aware, the movement of child development programs out of the State Department of Social Welfare into the State Department of Education with the attendant changes in funding means that we must take a careful look at the pattern of administration and methods of operation of the Broderick-Bryte Day Care Center for the 1974-75 fiscal year.

Micro Fiched

The two elements in this change which cause us some concern are the need to have sufficient financial capability to fund the initial 60 days of the program until reimbursement is received from the state and the legislatively-mandated limit of reimbursement of \$1.05 per child hour.

SPONSORED BY:

American Baptist Home
Mission Societies

In consideration of the alternatives, it has appeared prudent for us in keeping with the policy of the Yolo County Board of Supervisors to explore the possibility of centralization and coordination within the office of the County Superintendent of Schools.

American Baptist
Churches
of the West, Inc.

We would like to propose an agreement whereby the County office would be the applicant for and administrating agency of the Broderick-Bryte Day Care Center with the Broderick Christian Center delegated to manage the daily operations. We would like to begin discussions immediately on the specific details of such an arrangement so that an application for state funds can be submitted by your office before the May 1, 1974, deadline.

MEMBER AGENCY



United Crusade

Based on our previous experience of serving 20 children an average of 2000 child hours per month, the \$1.05 reimbursement figure and the projected fiscal needs of the program, it is estimated that \$20,000 in supplemental funding will need to be provided. At this time that source may need to be county revenue sharing funds, so we are requesting that this amount be included

April 12, 1974
Mr. Forrest Hannold

Page 2

in the request of your office to the Yolo County Board of Supervisors
by the April 15, 1974, deadline.

The need for child development programs in the East Yolo area has been
documented by the Early Childhood Ad Hoc Committee and other groups
numerous times. We feel that our program is too important in meeting
that need not to be continued.

We look forward to working with you in the days to come.

Yours truly,

John Siden

John Siden
Director

JS:mb

cc: Art Edmonds
Edward Curley
Board of Supervisors clerk

Micro Fiched



STATE OF CALIFORNIA
DEPARTMENT OF EDUCATION

STATE EDUCATION BUILDING, 721 CAPITOL MALL, SACRAMENTO 95814

CDU-144

April 1, 1974

Mr. Jack J. Potter, Superintendent
of Schools
Yolo County Office of Education
500 First Street
Woodland, CA 95695

Migrant Child Care Programs

1. Project Number: 62-10574-1340-4-01
2. Funding Dates: April 1 - June 30
3. Maximum Cost per Child Hour of Attendance: \$ 1.51 reg. \$ 1.74
Infant
4. Maximum Amount of Reimbursable Funds: \$ 100,161

Dear Mr. Potter:

It is my pleasure to announce the official approval of your application for a Migrant Child Care Program. This approval is subject to the funding details identified above, and verification by the Child Development Programs Support Unit that sites and facilities for program implementation are in conformity with local, state and federal regulations.

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Each funded project will be closely monitored and technically assisted by the Child Development Programs Support Unit, California State Department of Education. A workshop to provide specific instructions pertaining to program operations, fiscal and attendance accounting procedures and other matters related to migrant child care programs will be conducted during the month of April.

An approved budget for 1973-74 program operations is being forwarded to you under separate cover, along with notice of the workshop date and location.

Please refer to the above project number in all future correspondence regarding your funded program.

Thank you for your interest in serving the needs of migrant children in your area. Please direct any concerns or questions to the Child Development Programs Support Unit. (916)445-9903 or 322-2344.

Sincerely,

William D. Whiteneck for
William D. Whiteneck
William D. Whiteneck, Acting Manager
Child Development Programs Support Unit
(916)445-9903 or 322-2344

WDW:fwh
256-404 1/2

cc: Mrs. Helen Tingey, Accounting Office
Mr. Forrest L. Honnold, Project Director



United Christian Centers

of the Greater Sacramento Area

BRODERICK CHRISTIAN CENTER
110 Sixth Street Broderick, California 95605
Telephone: 372-0200

April 12, 1974

John Siden, Unit Director

UNITS

Broderick
Lincoln
Del Paso Heights

Mr. Forrest Honnold
Yolo County Schools
500 First Street
Woodland, CA 95695

APR 15 1974

W. G. Podgers

Dear Forrest,

As you are well aware, the movement of child development programs out of the State Department of Social Welfare into the State Department of Education with the attendant changes in funding means that we must take a careful look at the pattern of administration and methods of operation of the Broderick-Bryte Day Care Center for the 1974-75 fiscal year.

Micro. Fiched

The two elements in this change which cause us some concern are the need to have sufficient financial capability to fund the initial 60 days of the program until reimbursement is received from the state and the legislatively-mandated limit of reimbursement of \$1.05 per child hour.

SPONSORED BY:

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Mission Societies

In consideration of the alternatives, it has appeared prudent for us in keeping with the policy of the Yolo County Board of Supervisors to explore the possibility of centralization and coordination within the office of the County Superintendent of Schools.

American Baptist
Churches
of the West, Inc.

We would like to propose an agreement whereby the County office would be the applicant for and administrating agency of the Broderick-Bryte Day Care Center with the Broderick Christian Center delegated to manage the daily operations. We would like to begin discussions immediately on the specific details of such an arrangement so that an application for state funds can be submitted by your office before the May 1, 1974, deadline.

MEMBER AGENCY



United Crusade

Based on our previous experience of serving 20 children an average of 2000 child hours per month, the \$1.05 reimbursement figure and the projected fiscal needs of the program, it is estimated that \$20,000 in supplemental funding will need to be provided. At this time that source may need to be county revenue sharing funds, so we are requesting that this amount be included

April 12, 1974
Mr. Forrest Honnold

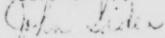
Page 2

in the request of your office to the Yolo County Board of Supervisors
by the April 15, 1974, deadline.

The need for child development programs in the East Yolo area has been
documented by the Early Childhood Ad Hoc Committee and other groups
numerous times. We feel that our program is too important in meeting
that need not to be continued.

We look forward to working with you in the days to come.

Yours truly,



John Siden
Director

JS:mb

cc: Art Edmonds
Edward Curley
Board of Supervisors clerk

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CITY OF DAVIS
AGREEMENT NO. 74-1479

AGREEMENT PROVIDING FOR PAYMENT BY THE COUNTY
OF YOLO TO THE CITY OF DAVIS IN CONSIDERATION
OF RESIDENTS OF THE UNINCORPORATED AREA OF THE
COUNTY OF YOLO BEING ABLE TO DEPOSIT REFUSE IN
THE DAVIS CITY LANDFILL

THIS AGREEMENT made and entered into this 24th day

of June, 1974, by and between the County of Yolo,
hereinafter referred to as COUNTY, and the City of Davis,
hereinafter referred to as CITY,

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W I T N E S S E T H :

WHEREAS, the parties hereto have entered into various
agreements with respect to the City maintained sanitary land-
fill located on County Road 102 which gave residents of the
unincorporated area of the County of Yolo the privilege of
depositing refuse in the Davis City Landfill, and in return
COUNTY agreed to pay certain sums and perform certain acts
for said privilege; and

WHEREAS, it is desired by the parties to enter into
a new agreement setting forth their rights and obligations
respecting said Davis City Landfill from and after July 1,
1973;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The residents of that portion of the unincorporated
area of Yolo County bounded by the Yolo Bypass on the East,
County Road 27 on the North, County Road 95 on the West, and
the Yolo County line and the South fork of Putah Creek on
the South, excluding the U.C.D. Campus, and the County of
Yolo, itself, shall have the privilege of hauling refuse to
and depositing it in the Davis City Landfill, upon the same

terms and conditions and subject to the same charges and restrictions as may from time to time be imposed by the City of Davis upon its own residents.

2. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay to CITY the following sums:

a. The sum of EIGHT THOUSAND FOUR HUNDRED (\$8,400) DOLLARS per year, said sum to be paid in two (2) installments of FOUR THOUSAND TWO HUNDRED (\$4,200) DOLLARS each--the first installment to be paid on November 1 of each year, and the second installment to be paid on April 1 of each year; and Micro Fiches

b. A sum equal to the amount of property taxes levied on the dump site required to be paid by CITY each year, said sum to be paid on November 1 of each year.

3. The terms of this agreement shall commence on the first day of July, 1973, and shall terminate when the Yolo County Central Landfill site begins operation, or the 30th day of June, 1975, whichever comes first. This agreement may be terminated by notice in writing by either party at least thirty (30) days prior to the expiration of the term or any renewal term. Should termination occur sometime during the fiscal year, final amounts to be paid by COUNTY shall be prorated on a straight proportional basis.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Robert E. Henigan Deputy

(SEAL)
Howard L. Reese
HOWARD L. REESE, CITY CLERK
City of Davis

COUNTY OF YOLO

By Tim E. Duncan Chairman of the Board of Supervisors Aug. 5, 1974.

CITY OF DAVIS

By James G. Paulson Mayor

Approved as to Form

Dated _____

County Council of Yolo County

• FILED •

AUG 15 1974

LAURENCE P. HENIGAN, Clerk
PAULA C. CHENAIL

By..... Deputy

Agreement No. 74-163

Woodland, California

August 5, 1974

RIVER GARDEN FARMS COMPANY, a partnership
Grantor

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 74-19 in the form of a Grant Deed, covering
the following described property:

A 50 foot wide strip of land being a portion of
Lot 528 of River Garden Farms Subdivision No. 8,
the plat of said Subdivision being filed in
Book 3 of Maps at Page 3, Yolo County Records
and a portion of Lot 598 of River Garden Farms
Subdivision No. 8, the plat of said Subdivision
being filed in Book 3 of Maps at Page 15, Yolo
County Records, said 50 foot wide strip of land
being more fully described as follows:

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BEGINNING at an Easterly corner of said Lot
528, said corner being a point in the centerline
of County Road No. 112 (formerly known as East-
ham Road); thence North 00°22'00" East 34.67
feet along the Easterly line of Lot 528 to the
Northerly right of way line of County Road
No. 112; thence South 46°31'00" West 135.96
feet to a tangent curve; thence along said
curve concave to the Southeast, with a radius
of 1225.00 feet, through a central angle of
26°26'54", an arc length of 565.47 feet, with
a chord bearing South 33°17'33" West 560.47
feet; thence South 69°55'54" East 50.00 feet
to a point in a concentric curve, a radial
line through said point bears North 69°55'54"
East; thence along said concentric curve,
concave to the Southeast, with a radius of
1175.00 feet, through a central angle of 26°26'54",
an arc length of 542.39 feet, with a chord bear-
ing North 33°17'33" East 537.59 feet to a tangent
line; thence along said tangent line North 46°31'00"
East 87.92 feet to the Easterly line of said
Lot 598; thence North 00°22'00" East 34.67 feet
along said Easterly lot line to the point of
beginning.

Containing 0.764 acres.

EXCEPTING THEREFROM all oil, oil rights, minerals,
mineral rights, natural gas, natural gas rights,
and other hydrocarbons by whatever name known
that may be within or under the parcel of land
hereinafore described, together with the perpetual
right of drilling, mining, exploring and operating
therefor and removing the same from said land or

any other law, including the right to whiptock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whiptock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands

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has been executed and delivered to Lloyd M. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of \$611.20 for the property as conveyed by Grant Deed No. 74-19 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 68165 with Western Title Guaranty Company of Woodland.

B. Pay all escrow, ^{RESPONSE} and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium

THW
K
WED

1 charged therefore.

2 C. During construction of this project (known
3 as County Road No. 112 Work Order No. 5224 and prior to completion,
4 the County will:

5 1. Furnish and install a 36" corrugated steel
6 pipe 20 feet long for irrigation purposes to extend to the
7 Southeast the existing 36" corrugated metal pipe which crosses
8 County Road 112. Micro Fished

9 2. Furnish and install approximately 170
10 lineal feet of 24" corrugated steel pipe and relocate an existing
11 corrugated metal riser to provide for draining the existing
12 irrigation ditch into Sycamore Slough at a point approximately
13 100 feet southeast of the centerline of County Road 112.

14 D. Upon completion of this project designated as
15 County Road No. 112, Work Order No. 5224 and opening the same
16 to public travel, pursuant to Section 960.1 of the Streets
17 and Highways Code of the State of California, the Board of
18 without the reservation of any rights therein,
19 Supervisors will abandon, that portion of County Road No. 112
described as follows:

20 A parcel of land being a portion of Lot 520
21 of River Garden Farms Subdivision No. 6, the plat
22 of said Subdivision being filed in Book 3 of
23 Maps at Page 3, Yolo County Records, a portion
24 of Lot 598 of River Garden Farms Subdivision No.
25 8, the plat of said Subdivision being filed in
26 Book 3 of Maps at Page 15, Yolo County Records,
and a portion of Lot 655 of River Garden Farms
27 Subdivision No. 9, the plat of said Subdivision being
28 filed in Book 3 of Maps at Page 7, Yolo County
29 Records, said parcel of land being more fully
30 described as follows:

31 COMMENCING at Easterly corner of said Lot 520,
32 said corner being a point in the centerline of
County Road No. 112 (formerly known as Eastham
Road); thence South 50°50'00" East 25.21 feet
to the Southeasterly right of way line of County
Road No. 112, THE TRUE POINT OF BEGINNING; THENCE
South 31°49'00" West 639.85 feet along said South-
easterly right of way line; thence North 69°55'54"
West 43.99 feet to a point in a non-tangent curve,
a radial line through said point bears North 69°55'54"
West; thence along said curve concave to the South-

1 east, with a radius of 1175.00 feet, through a central
2 angle of 01°47'41", with a chord bearing North 20°57'55"
3 East 36.80 feet, an arc length of 36.81 feet to a point
4 in the Northwesterly right of way line of County Road
5 number 112, a non-tangent line, a radial line through
6 said point bears North 68°08'13" West; thence
7 North 31°49'00" East 400.19 feet along said Northeasterly
8 right of way line to a point in a non-tangent curve a
9 radial line through said point bears North 48°13'49" West;
10 thence along said curve, concave to the Southeast with a
11 radius of 1175.00 feet, a central angle of 04°44'49",
12 with a chord bearing North 44°08'35" East 97.32 feet,
13 an arc length of 97.35 feet to a tangent line; thence
14 North 46°31'00" East 115.16 feet along said tangent line
15 to the true point of beginning.

16 Containing 0.626 acres.

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17 III. Grantor's hereby agree to permit County or its Contractor,
18 to enter upon the lands of the Grantor as may be necessary to accom-
19 plish the work as described in C above.

20 IN WITNESS WHEREOF, the parties have executed this agreement
21 the day and year first above written.

22 Dated: August 5, 1974

River Gordon Farms Company

by *[Signature]*
23 *[Signature]*
24 *[Signature]*
25 *[Signature]*
26 *[Signature]*
27 *[Signature]*
28 *[Signature]*
29 *[Signature]*
30 *[Signature]*
31 *[Signature]*
32 *[Signature]*

Recommended for Approval

COUNTY OF YOLO

BY Lloyd H. Roberts

Aug. 15, 1974

[Signature]
CHAIRMAN OF THE BOARD OF
SUPERVISORS

COUNTY OF YOLO, STATE OF
CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED

AUG 15 1974

AGREEMENT NO. 74-164

LAURENCE P. HENIGAN, Clerk

By Rula C. Coral
Deputy

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this 5th day of August, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and Rancho 102, a partnership, hereinafter referred to as "Second Party".

WITNESSETH:

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The Second Party hereby agrees to remove certain improvements located within the real property hereinafter described:

A parcel of land being a portion of the Northwest quarter of Section 23, Township 9 North, Range 2 East M.D.B. & M., said parcel being more fully described as follows:

COMMENCING at the Northwest corner of said Northwest quarter; thence South $00^{\circ}47'42''$ West 30.00 feet along the West line of said Northwest quarter; thence South $89^{\circ}45'22''$ East 25.00 feet to the intersection of the Easterly right of way line of County Road Number 102 with the Southerly right of way line of County Road Number 27, THE TRUE POINT OF BEGINNING; THENCE continuing South $89^{\circ}45'22''$ East 50.00 feet along said Southerly right of way line of County Road Number 27; thence South $00^{\circ}47'42''$ West 448.92 feet along a line parallel with and 50.00 feet Easterly of the Easterly right of way line of County Road Number 102; thence South $45^{\circ}47'48''$ West 33.94 feet; thence South $00^{\circ}47'42''$ West 30.00 feet along a line parallel with and 26.00 feet Easterly of the Easterly right of way line of County Road number 102; thence South $44^{\circ}12'12''$ East 33.94 feet; thence South $00^{\circ}47'42''$ West 2075.18 feet along a line parallel with and 50.00 feet Easterly of the Easterly right of way line of County Road number 102 to the South line of the Northwest quarter of Section 23; thence North $89^{\circ}35'12''$ West 50.00 feet along said South line to the Easterly right of way line of County Road number 102; thence North $00^{\circ}47'42''$ East 2601.95 feet along said Easterly right of way line to the true point of beginning.

Containing 2.957 acres.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the

1 entire consideration for said document and shall relieve the
2 County of all further obligation of claims on this account.

3 2. The County shall:

4 Compensate "Second Party" for the following items:

- 5 1. Rotate pump and relocate irrigation facilities to
6 clear right of way 492.50
7 2. Relocate irrigation ditch pad 665.00
8 3. Damage to existing tomato crop 200.00

9 Total \$1,357.50

10 IN WITNESS WHEREOF, the parties have executed this agreement
11 the day and year first above written.

Micro Fiched

12 "SECOND PARTY"

13 RANCHO 102, a partnership

14 By Eugene C. Heidrich Jr.

15 By Joe Heidrich Jr.

16 RECOMMENDED FOR APPROVAL,

17 By: [Signature]
18 Director of Public Works

AUG 15 1974

COUNTY OF YOLO

19 [Signature]
20 CHAIRMAN,
BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

21 The above claims are the only claims asserted by Rancho 102, for
22 damages in the matter of Case No. 31128 save and except for the
23 value of the land to be acquired by County in said case.

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Approved by [Signature]
[Signature]
County Engineer of Yolo County

FILED

AUG 2 2 1974

LAURENCE F. HENIGAN, Clerk
By... PETE E. LUCAS
Deputy

AGREEMENT NO. 74- 165

(Amendment to Agreement No. 73-24 as
amended by Agreement No. 73-149 to
Provide Physician Services)

THIS AGREEMENT made and entered into this 12th day of
August, 1974, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter referred to as
COUNTY, and HOMER MATTHEWS, M. D., hereinafter referred to as
PHYSICIAN,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY and PHYSICIAN entered into Agreement No.
73-24 as amended by Agreement No. 73-149 to provide medical
services to Yolo General Hospital; and

WHEREAS, COUNTY and PHYSICIAN desire to extend the term of
said Agreement No. 73-24 as amended by Agreement No. 73-149:

NOW, THEREFORE, for and in consideration of the mutual
agreements herein contained, IT IS UNDERSTOOD AND AGREED by and
between the parties hereto as follows:

1. The term of said Agreement No. 73-24 as amended by
Agreement No. 73-149 is hereby extended for the term of one (1)
year commencing on the 1st day of July, 1974 and terminating on
June 30th, 1975.

2. In all other respects, the terms and conditions of
said Agreement No. 73-24 as amended by Agreement No. 73-149 are
hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this
agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

BY Pete E. Lucas
CHAIRMAN OF THE BOARD OF SUPERVISORS

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY *John E. Lucas*
4 DEPUTY

5 (SEAL)

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Homer B. Matthews
HOMER MATTHEWS, M. D.

micro Fiched

FILED

AUG 22 1974

LAURENCE P. HENIGAN, Clerk

By.....PAULA C. CORRAE.....
Deputy

1 AGREEMENT NO. 74-166

2 (Amendment to Agreement No. 73-23 as
3 amended by Agreement No. 73-148 to
4 Provide Physician Services)

5 THIS AGREEMENT made and entered into this 12th day of
6 August, 1974, by and between the COUNTY OF YOLO, a political
7 subdivision of the State of California, hereinafter referred to as
8 COUNTY, and STANLEY SCHILLING, M. D., hereinafter referred to as
9 PHYSICIAN,

10 Micro Fiched

11 W I T N E S S E T H:

12 WHEREAS, COUNTY and PHYSICIAN entered into Agreement No.
13 73-23 as amended by Agreement No. 73-148 to provide medical
14 services to Yolo General Hospital; and

15 WHEREAS, COUNTY and PHYSICIAN desire to extend the term
16 of said agreements;

17 NOW, THEREFORE, for and in consideration of the mutual
18 agreements herein contained, IT IS UNDERSTOOD AND AGREED by and
19 between the parties hereto as follows:

20 1. The term of said Agreement No. 73-23 as amended by
21 Agreement No. 73-148 is hereby extended for the term of one (1)
22 year commencing on the 1st day of July, 1974 and terminating on
23 June 30th, 1975.

24 2. In all other respects, the terms and conditions of
25 said Agreement No. 73-23 as amended by Agreement No. 73-148 are
26 hereby ratified and confirmed.

27 IN WITNESS WHEREOF, the parties hereto have executed this
28 agreement as of the day and year hereinabove set forth.

29 COUNTY OF YOLO, a political subdivi-
30 sion of the State of California

31 BY W. E. Henigan
32 CHAIRMAN OF THE BOARD OF SUPERVISORS

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY *Ed E. Lewis*
4 DEPUTY

5 (SEAL)

Micro Fiched

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7
8 *Homer B. Matthews*
9 HOMER MATTHEWS, M. D.
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FILED

AUG 28 1974

AGREEMENT NO. 74-167

LAURENCE P. HENIGAN, Clerk

COUNTY OF YOLO, CALIFORNIA

By Paula C. Coral
Deputy

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day
of August, 19 74, by and between

HAZLIP CONSTRUCTION, INC.,

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

County Road 99 Improvements

XEROX
COPY

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Construction Plans, County Road No. 99

(Plan Index No. 99.26)

(W.O. # 4180)

Approved July 8, 1974 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and speci-
fications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within Fourty (40) working days next after the
the date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

[Signature]
County Counsel
AUG 23 1974

COUNTY OF YOLO

Micro Fiched

[Signature]
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Menigan, Clerk

By [Signature]
(Deputy)

HAZLIP Construction, Inc.
[Signature] President
(Contractor) AUG 23 1974

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, HALLIP CONSTRUCTION, INC., as

Principal, and Safeco Insurance Company of America, a Corporation organized and existing under the laws of the State of Washington, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of Forty Seven Thousand

Eight Hundred Seventy Four & 30/100-----
DOLLARS (47,874.30), (Not less than 5% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Micro Fiched

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

Construction Plans County Road No. 99

(Plan Index No. 99.26) (Work Order No. 4180)

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 12th day of August, 19 74.

Haslip Construction Inc.

WITNESS:

By:

Walter J. Jell

Harold X. Haslip
President
"Principal"

Micro Fiched

Approved as to form:

Safeco Insurance Company of America
"Surety"

Betty L. McGarrity
Attorney for Entity

By:

Betty L. McGarrity
Attorney-in-fact
Betty L. McGarrity

AUG 23 1974

STATE OF CALIFORNIA

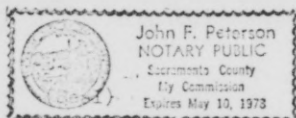
County of Sacramento

On the 12th day of August in the year One Thousand Nine Hundred and Seventy Four, before me John F. Peterson, a Notary Public in and for the County of Sacramento, personally appeared Betty L. McGarrity known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Safeco Insurance Company of America, and acknowledged to me that he subscribed the name of the thereto, as principal and his own name as Attorney-in-fact.

[Signature]
Notary Public in and for the

County of

Sacramento
State of California
My Commission Expires 5/10/78



PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, HAZLIP CONSTRUCTION INC., as

Principal, and Safeco Insurance Company of America, a Corporation organized and existing under the laws of the State of Washington, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of Forty Seven Thousand

Micro Fiched

Eight Hundred Seventy Four & 30/100-----
DOLLARS (847,874.30) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

Construction Plans County Road No. 99

(Plan Index No. 99.26) (W.O. # 4180)

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

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No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 12th day of August,

1974.

WITNESS:

Kathryn Gul By Harlip Construction, Inc.
By Lloyd H. Harlip
By President
"Principal"

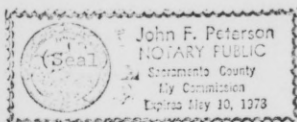
Approved as to form:

Safeco Insurance Company of America
"Surety"

Att. Philast By Betty L. McGarrity
Attorney for Entity Attorney-in-fact
AUG 23 1974 Betty L. McGarrity

On this 12th day of August
in the year One Thousand Nine Hundred and Seventy Four
before me, John F. Peterson, a Notary Public
in and for the County of Sacramento, personally
appeared Betty L. McGarrity known to me to be the person
whose name is subscribed to the within instrument as the
Attorney-in-fact of the SA-AGO Insurance Company, and acknowledged
to me that he subscribed the name of the SA-AGO Insurance Company,
thereto as Principal and his own name as Attorney-in-fact.

Micro Fiched



Notary Public in and for the
County of Sacramento

State of California
My Commission Expires 5/10/78.

12
FILED

AUG 12 1974

LAURENCE P. HENIGAN, Clerk
By *Laurence P. Henigan*
Deputy

1 AGREEMENT NO. 74-168

2 THIS AGREEMENT made and entered into this 12th day of
3 August, 1974, by and between the COUNTY OF
4 YOLO and the CITY OF WOODLAND, political subdivisions
5 in the State of California hereinafter referred to as
6 the County and the City respectively;

Micro Fiched

7 WITNESSETH:

8 WHEREAS, the County intends to enter into a contract
9 for the reconstruction County Road 99 from 525 feet
10 south of County Road 25A to the Cities south City
11 Limits; and

12 WHEREAS, the City has requested that County include
13 as a part of such contract the reconstruction of West
14 Street from the cities south City Limits to 243 feet
15 north of said City Limits, including the removal of a
16 bridge at the Farmers Central Ditch located within the
17 City Limits and the replacement thereof with an inverted
18 siphon type structure;

19 NOW THEREFORE, these parties agree as follows:

- 20 1. The County shall include as a part of said contract
21 the work within the City Limits described herein above
22 requested by the City to be so included.
23 2. The County shall provide all necessary engineering
24 services, secure a qualified contractor to perform the
25 work and administer the contract to its completion.
26 3. The City shall reimburse the County for the actual
27 contract cost of the work performed within the City Limits;
28 4. The City shall reimburse the County for the actual
29 cost of the engineering services performed for the work
30 done within the City Limits;

31 IN WITNESS WHEREOF, these parties have executed this Agree-
32 ment by their duly authorized officers.

By: W. E. Muncie
Chairman of the Board of Super-
visors of Yolo County, California

CITY OF WOODLAND, A political Subdivi-
sion of the State of California

By: Don W. Wiley
Mayor, Chairman of the City Council of the
City of Woodland, California

County Counsel of
Gold County

RECEIVED

- VI - 21312/3212 - 8/7/74

FILED

SEP 14 1975

YOLO COUNTY AGREEMENT No. 74-169

MAR 14 1975

LAURENCE P. HENIGAN, Clerk

MP AE 103.4 - LAURENCE P. HENIGAN, Clerk

By.....
DeputyBy *Barbara L. Ralston*
Deputy

THIS AGREEMENT, made this 25th day of September, 1974, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation, herein termed "Railroad", and COUNTY OF YOLO, a political subdivision of the State of California, 292 West Beamer Street, Woodland, California 95695, herein termed "County";

PRECISALS:

The parties hereto desire to evidence by this instrument their agreements with respect to relocation of grade crossing and installation of protective devices at County Road No. 89, Crossing No. AE 103.4 at or near Dunnigan, in the County of Yolo, State of California.

AGREEMENT:

Micro Fiches

1. Railroad, by separate indenture, will grant to County an easement for street or highway purposes in the approximate location shown on the attached print. At such time County will quitclaim to Railroad the portion of the existing crossing lying on property and right of way of Railroad, approximately as indicated on attached print. Said print being Railroad's Sacramento Division Drawing 02574, dated February 21, 1974, attached and made a part hereof.

2. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms, together with actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals", at said crossing.

Such installation shall include the removal of the existing crossing signs.

3. County agrees to reimburse Railroad for fifty (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals.

4. Railroad, at the expense of County, will install treated timber planking and renew rail at the new crossing herein, and remove the existing crossing. County agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith.

5. County shall have the right of immediate entry upon Railroad's property for the purpose of commencing construction of the crossing at the new location. Any contractor performing work on Railroad's property in connection with construction of the said crossing shall execute Railroad's standard form of Contractor's Right of Entry Permit prior to commencing any work on Railroad's premises.

6. County shall obtain any governmental authority which may be required in connection with the work contemplated.

7. County agrees to take all necessary steps to protect the rights of Railroad's Lessee occupying a portion of the premises to be used for roadway purposes; the leased premises being located approximately as indicated on the attached print.

8. Notwithstanding the apportionment of construction and maintenance costs to be incurred by Railroad as hereinabove set forth, should County be allotted Federal funds for all or a portion thereof, Railroad shall be reimbursed in accordance with applicable laws and regulations; and Railroad's right to reimbursement shall not be limited by any other provision of this agreement.

County shall reimburse or arrange for reimbursement to Railroad promptly upon receipt of bills for County's share of construction expenses incurred by Railroad.

Micro Fiched

County, upon being informed that an allotment of said funds has been made to County for construction or installation hereinabove contemplated, shall immediately notify Railroad of such allotment.

9. Upon completion of work for which County is obligated to reimburse Railroad, Railroad shall submit to County a bill for sixty percent (60%) of County's share of the estimated cost to Railroad in performing such work, which bill County agrees to promptly pay.

Upon completion of final audit, should County's share of the actual cost and expense prove to be more or less than the amount billed to County, the difference shall be promptly paid by County or promptly refunded by Railroad, as the case may be.

10. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this instrument, and shall be completed within one (1) year thereafter.

11. After installation of said crossing protective signals has been completed, Railroad shall physically maintain them as long as they remain in place.

Irrespective of the source of construction funds and the resultant method of apportioning the cost of constructing crossing protective signals, the cost of maintaining said signals shall be borne and paid fifty percent (50%) by Railroad and fifty percent (50%) by County; and County's liability for such maintenance cost shall be limited to such funds as are set aside for allocation by the California Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code, provided that if Federal funds for maintenance become available Railroad shall be reimbursed to the extent of such availability. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

12. This agreement shall be binding upon and insure to the benefit of the successors and assigns of Railroad and the assigns of County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By L. B. Blake
(Title) First Asst. Mgr., Contract Dept.

COUNTY OF YOLO

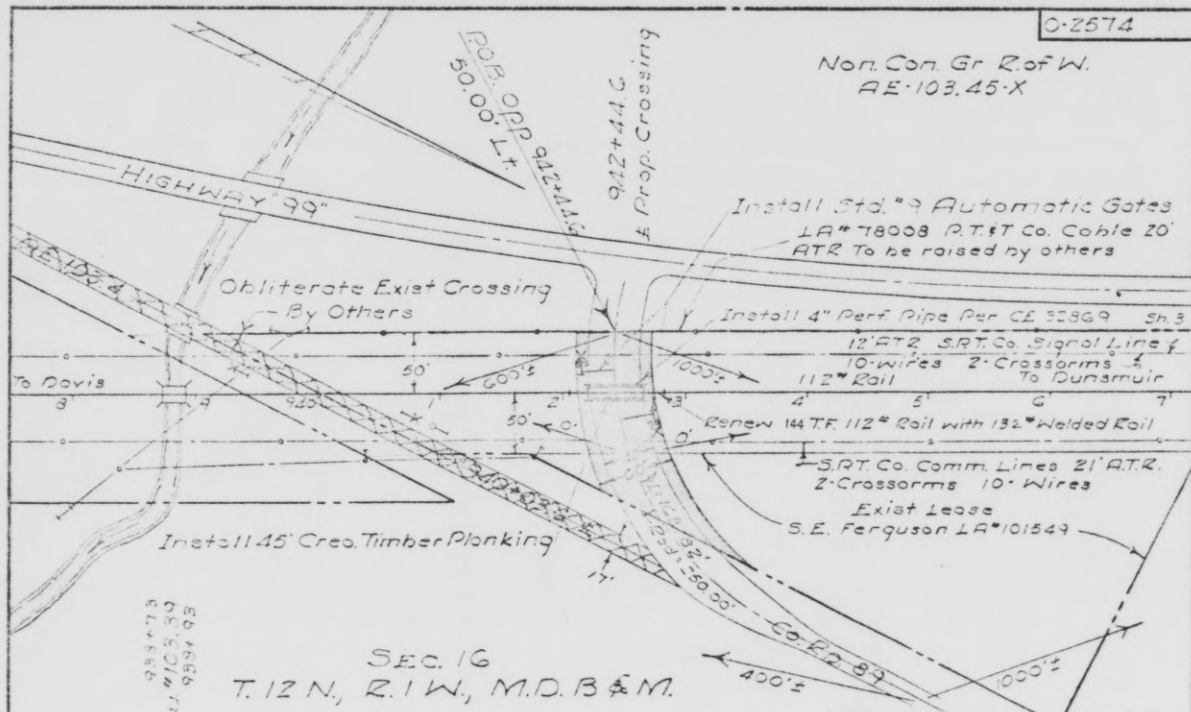
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By W. E. Duncan
Board of Supervisors (Chairman)

By LAURENCE P. MENIGAN
Board of Supervisors (Clerk)

By Edo. E. Lucas
DEPUTY

O-2574

Non. Con. Gr. R. of W.
AE-103.45-X

939+73
20' B.D.T. Stru #103.39
939+93

SEC. 16
T. 12 N., R. 1 W., M.D. B & M.

Legend

- S.P.T. Co. R. of W. Line
- Red - Prop. Work
- Yellow - To Be Removed
- Prop. Easement to Yolo County 0.235 Acs
- Dashed Yellow to be Relocated to — Dashed Red

Southern Pacific
Transportation Company

OFFICE AT DUNNIGAN, CALIF. 95628
401 E. STREET, DUNNIGAN, CALIF. 95628

DUNNIGAN
Proposed Easement to
Yolo County for relocation
of Crossing AE 103.4

SCALE 1" = 100'	REVISIONS
DRAWN BY H.V. CHECKED BY R.F.D.	VAL. SEC. 8.4 SHEET 3-8
ROUTE N. AE-103.45-X	DRAWING NO. O-2574
DATE Feb 21, 1974	SHEET NO.
REVISED TO	FILE DRAWER G-2

FILED
AUG 19 1974
LAURENCE B. HENGAM, CLERK
By *Balmain Rodger*
Deputy

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AGREEMENT NO. 74-170

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 19th day of August, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called GRANTEE,

Micro Fiches

W I T N E S S E T H :

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for social services for the poor (31 CFR § 51.31(a)(1)(vii)); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$2,400.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other Federal
6 funds; Micro Fiched

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
- 14 of the Treasury to be prepared therefrom,
- 15 2) Document compliance with the matching funds
- 16 certification,
- 17 3) Permit the tracing of entitlement funds to a
- 18 level of expenditure adequate to establish
- 19 that such funds have not been used in viola-
- 20 tion of the restrictions and prohibitions of
- 21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdivi-
5 sion of the State of California

6 BY *W. E. Henigan*
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

Micro Fiched

10 BY *Basil A. Rodgers*
11 DEPUTY

12 (SEAL)

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THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

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BY *Allen G. Marr*
ALLEN G. MARR, DEAN

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FILED

AUG 26 1974

LAURENCE P. HENIGAN Clerk

AGREEMENT NO. 74-171

By Raula C. Corral
Deputy

CONSENT TO RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this 19th day of August, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, herein after referred to as the "First Party", and Stephen H. Hand, hereinafter referred to as "Second Party".

WITNESSETH:

Micro Fiched

The Second Party hereby consents to the grant deed by the owner of record of the real property hereinafter described to the First Party for construction of County Road, over, under and across that certain real property in the County of Yolo, State of California, described as follows:

A portion of Parcel 1, as Parcel 1 is shown on the Record of Survey filed in Book 10 of Maps and Surveys at Page 66, Yolo County Records, said portion being more fully described as follows:

COMMENCING at the Northwest corner of Section 6, Township 9 north, Range 2 East, M.D.B. & M.; As said corner appears of record on the aforementioned Record of Survey; thence South $89^{\circ}21'53''$ East 30.00 feet along the North line of Section 6; thence South $00^{\circ}11'23''$ East 50.00 feet to the intersection of the Southerly right of way line of County Road Number 24 with the Easterly right of way line of County Road number 98, THE TRUE POINT OF BEGINNING; THENCE continuing South $00^{\circ}11'23''$ East 446.40 feet along said Easterly right of way line to the Southerly line of said Parcel 1; thence South $89^{\circ}21'53''$ East 20.00 feet along said Southerly line of Parcel 1; thence North $00^{\circ}11'23''$ West 421.06 feet along a line parallel with and 20.00 feet Easterly of the Easterly of the Easterly right of way County Road number 98 to a tangent curve; thence along said curve concave to the Southeast, with a radius of 25.00 feet, through a central angle $90^{\circ}26'30''$ with a chord that bears North $45^{\circ}11'52''$ East 35.59 feet, an arc length of 39.61 feet, to a point of cusp with the Southerly right of way line of County Road number 24; thence North $89^{\circ}21'53''$ West 45.34 feet along said Southerly right of way line to the true point of beginning.

Containing 0.308 acres.

XEROX
COPY

1 In consideration of which, and the other considerations
2 hereinafter set forth, it is mutually agreed as follows:

3 1. The parties have herein set forth the whole of their
4 agreement. The performance of this agreement constitutes the
5 entire consideration for said document and shall relieve the County
6 of all further obligation of claims on this account, or on account
7 of the location, grade or construction of the proposed public
8 improvement.

9 2. The County shall:

Micro Fiched

10 Compensate "Second Party" for crop loss the total
11 sum of \$ 55.00.

12 3. The County's Contractor shall be solely responsible for
13 and damage occurring to crops on lands adjacent to the hereinabove
14 described property.

15 IN WITNESS WHEREOF, the parties have executed this agree-
16 ment the day and year first above written.

17
18 "SECOND PARTY"
19 Stephen H. Hand
20 Stephen H. Hand

21 RECOMMENDED FOR APPROVAL,
22 BY [Signature]
23 Director of Public Works

COUNTY OF YOLO
[Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

24 Approved as to form:
25 [Signature]
26 County Clerk

27 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.
28
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RECEIVED

AUG 30 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

FILED

AUG 30 1974

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

AGREEMENT NO. 74- 172

(Agreement to Provide Pathologist Services)

THIS AGREEMENT made and entered into this 26th day of
August, 1974, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter called COUNTY,
and LESLIE B. HADFY, M. D., hereinafter called PATHOLOGIST,

W I T N E S S E T H:

WHEREAS, the County of Yolo requires the services of a
Pathologist, and also professional guidance in the operation of
the hospital laboratory; and

Micro Fiched

WHEREAS, the PATHOLOGIST is a duly qualified and licensed
specialist; and

WHEREAS, the parties hereto are desirous of entering into
this agreement in order to provide a full statement of their
respective covenants and agreements in connection with the provi-
sion of pathological services at the County Hospital and the
provision of professional guidance in the operation of the hospital
laboratory during the term hereof,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and
agreed by and between the parties hereto as follows:

FIRST: The PATHOLOGIST shall provide services in his
professional specialty upon direction to do so by the Medical Di-
rector of COUNTY or the physician on call acting for the Medical
Director for patients receiving treatment at Yolo General Hospital
determined by COUNTY to be medically indigent.

SECOND: The PATHOLOGIST shall be on call for the per-
formance of autopsies when required by the Medical Director or his
designated representative.

THIRD: The PATHOLOGIST shall assist the Medical Director

1 in the technical operation of the hospital laboratory and set up
2 procedural methods and standards for the laboratory, subject to
3 review and approval by the Medical Director.

4 FOURTH: All non-medical personnel required for the proper
5 operation of the hospital laboratory shall be selected and employed
6 by the hospital; however, the PATHOLOGIST may be an additional
7 member of the medical staff appointed to aid in the review of
8 credentials in hiring of laboratory technicians. Micro Fiched

9 FIFTH: The PATHOLOGIST shall be a member of the Medical
10 Staff of Yolo General Hospital, subject to the Medical Staff By-
11 Laws, Rules, and Regulations, and shall be granted such privileges
12 as may be recommended by the Governing Board of the Hospital.

13 SIXTH: The COUNTY shall pay PATHOLOGIST as follows:

- 14 A. To pay compensation at the same rate PATHOLOGIST
15 charges to Health Insurance for the Aged patients
16 for services as a physician in his professional
17 specialty rendered to persons determined by COUNTY
18 to be medically indigent;
- 19 B. To pay the sum of FOUR HUNDRED (\$400) DOLLARS per
20 month for assistance in the technical operation
21 of the laboratory.

22 SEVENTH: In the performance of the work, duties, and
23 obligations devolving upon him during this agreement, it is
24 mutually understood and agreed that the PATHOLOGIST is at all
25 times acting and performing as an independent contractor practicing
26 his profession of medicine and surgery and specializing in
27 pathology; that COUNTY shall neither have nor exercise any control
28 or direction over the methods by which the PATHOLOGIST shall perform
29 his work and functions excepting that said PATHOLOGIST does
30 by this agreement agree to perform his said work and functions at
31 all times in strict accordance with currently approved methods and
32 practices in his professional specialty, and that the sole interest

1 of the COUNTY is to assure that said pathological work and service
2 shall be performed and rendered in a competent, efficient, and
3 satisfactory manner. All applicable provisions relating to licens-
4 ing and regulating of physicians and hospitals shall be fully com-
5 plied with by all parties hereto.

Micro Fiches

6 EIGHTH: In the event there is any disagreement between
7 the PATHOLOGIST and the hospital, such disagreement shall be re-
8 ferred to the executive committee of the Yolo General Hospital
9 Medical Staff for recommendation to the Governing Board whose
10 action shall be final. COUNTY expressly agrees that the work of
11 the PATHOLOGIST may be done by such assistant pathologists as the
12 PATHOLOGIST may employ, or associates or partners in practice with
13 PATHOLOGIST, so long as approval of the COUNTY is obtained prior
14 to such practice by assistant pathologists or associates or part-
15 ners. Nothing contained in this paragraph or in this agreement
16 shall be construed to permit assignment by the PATHOLOGIST of any
17 rights under this agreement and such assignment is expressly pro-
18 hibited.

19 NINTH: Any of the matters of agreement herein contained
20 may be altered from time to time by the written consent of the
21 parties without in any way affecting the remainder.

22 TENTH: This agreement shall take effect and be in force
23 on July 1, 1974 and shall terminate on June 30, 1975. This agreement
24 may be terminated by either party upon thirty-days' written notice
25 to the other of intention to terminate.

26 ELEVENTH: COUNTY shall permit PATHOLOGIST to provide
27 services as a physician in his professional specialty to patients re-
28 ceiving treatment at Yolo General Hospital upon referral of a
29 physician at Yolo General Hospital, and COUNTY shall perform clerical
30 services for PATHOLOGIST including providing names, addresses,
31 responsible parties, and insurance information; provided, however,
32 COUNTY shall not be responsible for the collection of PATHOLOGIST's

1 accounts for such services or for the accuracy of the information
2 provided.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 agreement as of the day and year hereinabove set forth.

5 COUNTY OF YOLO, a political subdi-
6 vision of the State of California

7 BY Wm E. Skinner
8 CHAIRMAN OF THE BOARD OF SUPERVISORS

9
10 ATTEST:

11 LAURENCE P. HENIGAN, CLERK

12 BY Barbara A. Rodgers
13 DEPUTY

Micro Fiched

14 (SEAL)

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Leslie B. Hadfy
LESLIE B. HADFY, M. D.

RECEIVED

AUG 30 1974

LAURENCE P. HENIGAN, Clerk

By J. Deputy

FILED

AUG 30 1974

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS

Deputy

AGREEMENT NO. 74-173

2 (Agreement to Provide Physical Therapy Services)

3

4 THIS AGREEMENT made and entered into this 26th day of
5 August, 1974, at Woodland, California, by and between the
6 COUNTY OF YOLO, a political subdivision, hereinafter called COUNTY,
7 and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

8

W I T N E S S E T H:

9

10 I. This agreement governs the furnishing of the following thera-
11 peutic services:

Micro Fiched

12 A. Application of diagnostic and prognostic muscle, nerve,
13 joint, and functional ability tests.
14 B. Treatment of patients to relieve pain, develop or restore
15 function, and maintain maximum performance, using physical
16 means such as exercise, massage, heat, water, light and
17 electricity, including:

- 18 1) Direction and assistance of patients in active and
19 passive exercise, muscle re-education, and gait and
20 functional training, activities of daily living in-
21 cluding transfer activities and prosthetic training.
22 2) Operation of equipment such as ultra-violet and
23 infra-red lamps, low voltage generators, diathermy,
24 and ultra-sonic machines.
25 3) Application of whirlpool and contrast baths and
26 moist packs.

27 C. Observation, recording, and reporting to the physician,
28 of the patient's reaction to treatment and any changes
29 in the patient's condition.

30 D. Instruction of patients in care and use of wheelchairs,
31 braces, crutches, canes, and prosthetic and orthotic
32 devices.

1 E. Instruction of family on patient's total physical therapy
2 program.

3 II. THERAPIST AGREES AS FOLLOWS:

4 A. To furnish therapeutic services at Yolo General Hospital
5 to patients of the hospital upon direction to do so by a
6 member of the Medical Staff.

7 B. To furnish such therapeutic consultation as is required
8 to the staff of Yolo General Hospital.

9 C. To conform to the personnel policies and professional
10 standards requirements established for employees of
11 Yolo General Hospital.

Micro Fiched

12 D. To operate the Department of Physical Therapy and set up
13 procedural methods and standards for the department
14 subject to review and approval by the Medical Director.

15 III. COUNTY AGREES AS FOLLOWS:

16 A. To pay to THERAPIST as full compensation for the services
17 rendered pursuant to this agreement the sum of NINE HUNDRED
18 FIFTY (\$950) DOLLARS per month.

19 B. To provide at Yolo General Hospital all office space,
20 equipment and office supplies necessary for the provision
21 of therapeutic services hereunder.

22 IV. IT IS MUTUALLY AGREED AS FOLLOWS:

23 A. In the performance of the work, duties and obligations
24 devolving upon him under this agreement, THERAPIST is at
25 all times acting and performing as an independent con-
26 tractor practicing his profession of physical therapy.
27 COUNTY shall not have nor exercise any control or direction
28 over the methods by which THERAPIST shall perform his work
29 and functions except that THERAPIST does by this agreement
30 agree to perform his work and functions at all times in
31 strict accordance with currently approved methods and
32 practices in his professional specialty and that the sole

1 interest of COUNTY is to assure that said work and func-
2 tions shall be performed and rendered in a competent,
3 efficient and satisfactory manner.

4 B. COUNTY expressly agrees that the work of THERAPIST may be
5 done by such assistant therapists as THERAPIST may employ,
6 or associates or partners in practice with THERAPIST, so
7 long as approval of COUNTY is obtained prior to such
8 practice by assistant therapist or associates or partners.

9 C. Neither this agreement nor any rights created hereunder
10 are assignable.

Micro Fiched

11 D. No alteration or variation of the terms of this agreement
12 shall be valid unless made in writing and signed by the
13 parties hereto, and no oral understandings and agreements
14 not incorporated herein, and no alterations or variations
15 of the terms hereof unless so made shall be binding on
16 the parties.

17 E. The term of this agreement shall commence on July 1, 1974
18 and shall terminate on June 30, 1975. This agreement may
19 be terminated by either party upon thirty-days' written
20 notice to the other of intention to terminate.

21 F. This agreement supersedes Yolo County Agreement No. 69-343.

22 IN WITNESS WHEREOF, the parties hereto have executed
23 this agreement as of the day and year hereinabove set forth.

24 COUNTY OF YOLO, a political subdi-
25 vision of the State of California

26 BY

Wm E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

27
28 ATTEST:
29 LAURENCE P. HENIGAN, CLERK

30 BY

Pat E. Lucas
DEPUTY

Ronald Brown RPT
RONALD BROWN, R.P.T.

31 (SEAL)
32

FILED

SEP-3 1974

LAURENCE F. HENDON, Clerk

By: *[Signature]* Deputy

AGREEMENT NO. 74-174

(Agreement for Revenue Sharing Funds)

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THIS AGREEMENT made and entered into this 3rd day of September, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and CLENDENEN & ASSOCIATES - CONSULTANTS, INC., a corporation, hereinafter called GRANTEE,

W I T N E S S E T H: Micro Fiched

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for environmental protection and health purposes (31 CFR § 51.31(a)(1)(ii)(iv)); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall pay CONTRACTOR for services to be rendered hereunder a fee not to exceed \$10,000 in accordance with the provisions of paragraph entitled "Professional Fee and Payment" attached hereto. CONTRACTOR shall set forth in statements rendered itemized units and hours of work performed pursuant to the attached fee schedule.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

1 a. Agrees to comply with requirements of the State
2 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§
3 1221-1263) and with rules and regulations promulgated thereunder
4 (31 CFR Part 51);

5 b. Agrees to maintain proper and adequate records
6 and ledgers sufficient to enable an audit of same in the event
7 audit is necessary or appropriate, and to make said records avail-
8 able to such audit upon reasonable request of COUNTY;

9 c. Agrees that none of these funds will be used,
10 directly or indirectly, as matching funds to obtain other Federal
11 funds;

Micro Fiched

12 d. GRANTEE covenants and warrants that it shall
13 indemnify, defend, and hold COUNTY free and harmless from any loss,
14 claim, or cause of action of any nature whatsoever arising from
15 any of its conduct in the performance of this agreement.

16 e. Agrees to maintain its fiscal accounts in a manner
17 sufficient to:

- 18 1) Permit the reports required by the Secretary
19 of the Treasury to be prepared therefrom,
- 20 2) Document compliance with the matching funds
21 certification,
- 22 3) Permit the tracing of entitlement funds to a
23 level of expenditure adequate to establish
24 that such funds have not been used in viola-
25 tion of the restrictions and prohibitions of
26 the Act;

27 f. Agrees that no person in the United States shall,
28 on the ground of race, color, national origin, or sex, be excluded
29 from participation in, be denied benefits of, or be subjected to
30 discrimination under any program or activity funded in whole or in
31 part with these funds;

32 g. Agrees to comply with Title VI of the Civil Rights

1 Act of 1964 (42 USC 2000d):

2 h. Agrees that the activities to be undertaken under
3 said proposal will be administered by or under the supervision of
4 GRANTEE:

5 i. Agrees to comply with the provisions of the Hatch
6 Act which limit political activities of governmental employees.

7 IN WITNESS WHEREOF, the parties hereto have executed this
8 agreement as of the day and year hereinabove set forth.

9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY *Mike Henigan* Micro Fiched
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13 ATTEST:

14 LAURENCE P. HENIGAN, CLERK

15 BY *L. P. Henigan*
16 DEPUTY

17 (SEAL)

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CLENDENEN & ASSOCIATES - CONSULTANTS,
INC., a corporation

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23

BY *Frank B. Clendenen*
FRANK B. CLENDENEN, President

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CLENDENEN & ASSOCIATES-CONSULTANTS, INC.
P.O. BOX 341 *** DAVIS, CALIFORNIA 95618 *** 916-758-1880

August 22, 1974

Our firm is pleased to submit the following schedule of fees for engineering services:

Principal Consultant	\$32.00 per hour	
Senior Engineer	23.00 " "	
Associate Engineer	19.00 " "	
Assistant Engineer	16.50 " "	
Junior Engineer	14.00 " "	
Engineering Technician	12.00 " "	
Draftsman	12.00 " "	Micro Fiched
Clerical	8.40 " "	

Additional engineering services provided by outside consultants will be billed at cost times the factor of 15% (.15).

Mileage @ \$0.13 per mile.

Actual and necessary travel expense

Reproduction expenses.

Long distance telephone calls.

Accounts due and payable on presentation of statement.

PLANNING *** ENGINEERING *** FINANCING *** MANAGEMENT

CLENDENEN & ASSOCIATES - CONSULTANTS, INC.

PROPOSAL
INVESTIGATION AND REPORT ON THE PROBLEMS
AND SOLUTIONS OF THE WATER SUPPLY SYSTEM
OF THE EAST YOLO COMMUNITY

PROBLEM:

The present water supply for the communities of East Yolo, Broderick, Bryte and West Sacramento, has existed for many years. The problem of extremely poor water quality from wells tapping waters with high concentrations of iron, manganese, sulfides, and sand has caused a continuous stream of protests to County and State public health offices.

The owner of the existing water system has had the problem studied and has developed a "Water System Improvement Plan" that would chemically treat the ground water supply to make it acceptable to the consumer. The cost of implementing this plan requires a water rate increase to a magnitude several times higher than the present water rate. Micro Fiched

The East Yolo citizens have expressed a concern that their water problem be investigated to determine if a better physical solution can be found. They further believe that the economics of public ownership of their water system may warrant changing from private to public ownership.

PROPOSED INVESTIGATION AND REPORT:

In order to find the most economic and satisfactory solution to the East Yolo water supply problem, Clendenen & Associates - Consultants, Inc., propose to carefully and thoroughly investigate the problem and the currently proposed solutions and to conclude a recommended solution to the water problem. The investigation and report will include:

- A. Collection of all available information on the present water system.
 1. California Public Utilities Commission reports and data.
 2. Washington Water Company reports and data.
 3. State Department of Health reports.
 4. Yolo County Department of Health reports.
 5. Ground water reports of Federal, State and local government.
- B. Alternative solutions to the water system problems to be evaluated.
 1. Sacramento City water.

2. Sacramento River water.
 3. Collectors (galleries for Sacramento River water.
 4. Others.
- C. Development of the most economic domestic water system that will produce a satisfactory water supply. Due consideration will be given to:
1. Water quantity and pressure for peak domestic use and fire flow.
 2. Water quality.
 3. Water cost.
- D. Investigate and report on the economy of public ownership of the water system.
- Micro Fiched
1. The forms of public ownership.
 2. The advantages of public ownership.
 - a. Lower cost bond financing.
 - b. Qualifications for Federal, State and County financial assistance.
 - c. Power of condemnation.
 - d. Local water user control of the water organizations. (By election of governing board of directors.)
 - e. No requirement to produce a financial profit.
 - f. Other.
 3. The disadvantages of public ownership.
 - a. Removal of assessed value from tax rolls.
 - b. Possible loss of efficiency with loss of profit requirement.
 - c. Other.
- E. Develop financing program for implementation of the selected plan.
1. Determine revenue required to provide for capital expenditures, replacement, operation and maintenance.
 2. Investigate possibility of obtaining Federal, State or other financial assistance.
 3. Feasibility of financing with bonds.
 - a. Revenue bonds.
 - b. General obligation bonds.

Proposal to East Yolo Community -
continued

Clendenen & Associates

Consideration will be given to recent and pending changes in land use planning and population growth projections. Maximum economic utilization of existing facilities will be the basic premise of this investigation.

PERSONNEL AND SCHEDULE:

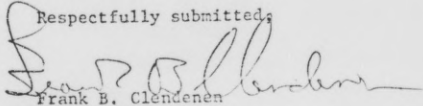
The investigation and report will be under the direct supervision of Frank B. Clendenen, President of the firm. The proposed engineering project and report will be completed within a 120 day period. The final report will be submitted with 50 copies.

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PROFESSIONAL FEE AND PAYMENT:

This proposed investigation and report will be performed for a professional fee of \$10,000.00. One progress report will be submitted to the Yolo County Director of Public Works at the end of two months. Partial billing, verified by that report, also will be made at that time. Final payment shall be made upon submittal of the completed report.

Respectfully submitted,


Frank B. Clendenen
President

FILED

DEC 20 1974

Contract No. C-127-c

LAURENCE P. HENIGAN, Clerk STANDARD COUNTY ESTIMATE CONTRACT/ENUMERATION

YOLO COUNTY
AGREEMENT No. 74-175

By Barbara Rodgers
Deputy

THIS AGREEMENT made and entered into this eighteenth day of
July, 19 74, at Sacramento, California, by and between
DEPARTMENT OF FINANCE of the State of California, hereinafter called the
Department, and the County of Yolo, hereinafter called
the County;

W I T N E S S E T H:

Micro Fiched

WHEREAS, it is provided in Revenue and Taxation Code, Section 11005.6,
that any county or city and county whose population has increased substantially
since the last federal census and which has held an enumeration within the five
year period preceding application, under the supervision of either the federal
Bureau of Census or the Department of Finance, may apply to Department to
estimate the increase in population, and

WHEREAS, said Section 11005.6 provides that Department may make the
estimate if in the opinion of Department there is available adequate information
upon which to base the estimate, and County has agreed to administer an enumer-
ation under Department of Finance supervision of all areas not previously enum-
erated within the preceding five years.

WHEREAS, County desires to have Department enumerate the population
of County and Department is willing to make such enumeration, provided
adequate information is available upon which to base the enumeration.

NOW, THEREFORE, it is hereby mutually agreed between the parties
hereto as follows:

1. County shall provide such data as are requested by Department
in order that Department may determine whether adequate information is
available upon which to base an enumeration of population of County. In the
event Department determines that there is not adequate information upon

which to base an enumeration of population, it shall inform County and shall make available to County the basis for this determination and in such case Department shall render no further services hereunder. However, should Department determine that there is adequate information upon which to base an enumeration of population, Department agrees to proceed to perform such further work as it deems necessary in order to make an enumeration of population of County. Upon completion of such enumeration of population and if requested to do so by the County, Department shall officially certify the figure at the earliest practicable date. County agrees to accept as final the enumeration as officially certified. Prior to the official certification Department may transmit to County a statement, to be regarded as preliminary and subject to change, of the enumeration of population and of the basic data used in its preparation. It is further mutually understood and agreed that Department shall have full and complete charge in the selection and application of the method or methods used in enumerating the population of County and that County shall certify as to the accuracy of all information furnished from local records for use in preparation for said enumeration of population. It is agreed that all information developed during the enumeration becomes the property of the Department of Finance. Micro Fiched

2. Upon completion of said enumeration of population, County agrees to reimburse Department for all costs incurred by Department in connection with the performance of this agreement. The charge for said enumeration to be calculated as follows:

a) from a maximum sum of \$ 964.00 to cover over-all administrative costs of preparing for the enumeration including time and materials

incident to the special field work as required.

b) will be subtracted an amount equal to one-half the sum of amounts collected from cities within County for estimating their populations, providing certification is for the same date or for one within a month of the same date as that of the County, to a minimum of \$ 630.00. In cases of cities within County having enumerations as well as estimates, the calculation is applied only to that part of their total billings reflecting the usual Department of Finance fee.

c) and to which will be added a sum equal to \$.05½ per data card to cover costs of materials, programming and data processing incident to the enumeration.

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3. Department shall furnish a statement to County of amount due from County as hereinabove provided upon the completion of the services to be rendered under this agreement by Department and County agrees to pay Department the amount due as shown in such statement within 30 days after receiving such statement.

IN WITNESS WHEREOF the parties hereto have subscribed their names, the date and the year first above written.

ATTEST:

LAURENCE P. HENIGAN, Clerk

By John E. Spencer
DEPUTY

COUNTY OF YOLO

BY W. E. Henigan
Title:
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By _____
Title: _____

STATE OF CALIFORNIA

Director of Finance
WALTER P. HOBBS
By Supervisor Geographic Analyst

Form BD-192B
County Enumeration
070274 (Rev.)

CHARLES R. MACK
COUNTY COUNSEL
BY [Signature]
CHIEF DEPUTY COUNTY COUNSEL

1 AGREEMENT NO. 74- 177

2 TRANSFER AGREEMENT

3 BETWEEN

4 Yolo General Hospital
5 170 West Beamer Street
6 Woodland, California 95695

7 AND

8 SOMERSET GOLDEN STATE CONVALESCENT HOSPITAL
9 2215 Oakmont Way
10 West Sacramento, California 95691

11 Micro Fiched

12 To facilitate continuity of care and the timely transfer
13 of patients and records between the hospital and the skilled nurs-
14 ing home, the parties named above agree as follows:

15 1. When a patient's need for transfer from one of the
16 above institutions to the other has been determined and substan-
17 tiated by the patient's physician, the institution to which transfer
18 is to be made agrees to admit the patient as promptly as possible,
19 provided admission requirements in accordance with Federal and
20 State laws and regulations are met.

21 2. The transferring institution will send with each
22 patient at the time of transfer, or in the case of emergency, as
23 promptly as possible, the completed transfer and referral forms
24 mutually agreed upon to provide the medical and administrative
25 information necessary to determine the appropriateness of the
26 placement and to enable continuing care to the patient. The trans-
27 fer and referral forms will include such information as current
28 medical findings, diagnosis, rehabilitation potential, a brief
29 summary of the course of treatment followed in the transferring
30 institution, nursing and dietary information, ambulation status,
31 and pertinent administrative and social information.

32 3. The hospital shall make available its diagnostic and
therapeutic services, including emergency dental care, on an

FILED

SEP - 2 1974

LAURENCE P. HENIGAN, Clerk
By *[Signature]*
Deputy

1 outpatient basis as ordered by the attending physician subject to
2 Federal and State laws and regulations.

3 4. The institution responsible for the patient shall be
4 accountable for the recognition of need for social services and
5 for prompt reporting of such need to the local welfare department
6 or other appropriate sources.

7 5. The transferring institution will be responsible for
8 the transfer or other appropriate disposition of personal effects,
9 particularly money and valuables, and information related to these
10 items. Micro Fiched

11 6. The transferring institution will be responsible for
12 effecting the transfer of the patient, including arranging for
13 appropriate and safe transportation and care of the patient during
14 the transfer in accordance with applicable Federal and State laws
15 and regulations.

16 7. Charges for services performed by either facility shall
17 be collected by the institution rendering such services, directly
18 from the patient, third-party payor or other sources normally
19 billed by the institution. Neither facility shall have any
20 liability to the other for such charges.

21 8. The Governing Board of each facility shall have ex-
22 clusive control of policies, management, assets and affairs of its
23 respective institutions. Neither institution shall assume any
24 liability by virtue of the agreement for any debts or other obliga-
25 tions incurred by the other party to this agreement.

26 9. Nothing in this agreement shall be construed as limit-
27 ing the rights of either institution to contract with any other
28 facility on a limited or general basis.

29 10. This agreement shall be in effect no longer than one
30 year from the date effected. However, it may be terminated by
31 either facility upon thirty (30) days' written notice, with copies
32 to the Bureau of Health Facilities Licensing and Certification,

1 State Department of Public Health, 744 P Street, Sacramento,
2 California 95814. This agreement shall be automatically terminated
3 should either facility fail to maintain its licensure or certifica-
4 tion.

5 11. This agreement shall be renewed at least annually in
6 writing and shall be maintained in the facility's files with a
7 copy of the renewed agreement sent to the Certification Unit,
8 Department of Health Care Services, 714 P Street, Sacramento,
9 California 95814.

10 Micro Fiched

11 DATE: 7-22-74

SIGNED:

12 SOMERSET GOLDEN STATE
13 CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Mr. D. M. Smith
(Administrator)

14
15
16 YOLO GENERAL HOSPITAL
(Name of Hospital)

Wm E. Huxman
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

1 AGREEMENT NO. 74-176

FILED

2 TRANSFER AGREEMENT

SEP-3 1974

3 BETWEEN

LAURENCE J. MEXICANI, Clerk

4 Yolo General Hospital
5 170 West Beamer Street
6 Woodland, California 95695

by *Pete Edgrees*
Deputy

7 AND

8 CAMELLIA CONVALESCENT HOSPITALS CORPORATION, dba
9 WOODLAND CONVALESCENT HOSPITAL
678 Third Street
Woodland, California 95695

Micro Fiched

10
11 To facilitate continuity of care and the timely transfer
12 of patients and records between the hospital and the skilled nurs-
13 ing home, the parties named above agree as follows:

14 1. When a patient's need for transfer from one of the
15 above institutions to the other has been determined and substan-
16 tiated by the patient's physician, the institution to which transfer
17 is to be made agrees to admit the patient as promptly as possible,
18 provided admission requirements in accordance with Federal and
19 State laws and regulations are met.

20 2. The transferring institution will send with each
21 patient at the time of transfer, or in the case of emergency, as
22 promptly as possible, the completed transfer and referral forms
23 mutually agreed upon to provide the medical and administrative
24 information necessary to determine the appropriateness of the
25 placement and to enable continuing care to the patient. The trans-
26 fer and referral forms will include such information as current
27 medical findings, diagnosis, rehabilitation potential, a brief
28 summary of the course of treatment followed in the transferring
29 institution, nursing and dietary information, ambulation status,
30 and pertinent administrative and social information.

31 3. The hospital shall make available its diagnostic and
32 therapeutic services, including emergency dental care, on an

1 outpatient basis as ordered by the attending physician subject to
2 Federal and State laws and regulations.

3 4. The institution responsible for the patient shall be
4 accountable for the recognition of need for social services and
5 for prompt reporting of such need to the local welfare department
6 or other appropriate sources.

7 5. The transferring institution will be responsible for
8 the transfer or other appropriate disposition of personal effects,
9 particularly money and valuables, and information related to these
10 items.

Micro Fiched

11 6. The transferring institution will be responsible for
12 effecting the transfer of the patient, including arranging for
13 appropriate and safe transportation and care of the patient during
14 the transfer in accordance with applicable Federal and State laws
15 and regulations.

16 7. Charges for services performed by either facility shall
17 be collected by the institution rendering such services, directly
18 from the patient, third-party payor or other sources normally
19 billed by the institution. Neither facility shall have any
20 liability to the other for such charges.

21 8. The Governing Board of each facility shall have ex-
22 clusive control of policies, management, assets and affairs of its
23 respective institutions. Neither institution shall assume any
24 liability by virtue of the agreement for any debts or other obliga-
25 tions incurred by the other party to this agreement.

26 9. Nothing in this agreement shall be construed as limit-
27 ing the rights of either institution to contract with any other
28 facility on a limited or general basis.

29 10. This agreement shall be in effect no longer than one
30 year from the date effected. However, it may be terminated by
31 either facility upon thirty (30) days' written notice, with copies
32 to the Bureau of Health Facilities Licensing and Certification,

1 State Department of Public Health, 744 P Street, Sacramento,
2 California 95814. This agreement shall be automatically terminated
3 should either facility fail to maintain its licensure or certifica-
4 tion.

5 11. This agreement shall be renewed at least annually in
6 writing and shall be maintained in the facility's files with a
7 copy of the renewed agreement sent to the Certification Unit,
8 Department of Health Care Services, 714 P Street, Sacramento,
9 California 95814.

10

11 DATE: 7-18-74 SIGNED: Micro Fiched
12 CAMELLIA CONVALESCENT HOSPITALS CORP.,
13 dba WOODLAND CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home) (Administrator)

14

15

16 YOLO GENERAL HOSPITAL
17 (Name of Hospital) W E Duncan
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

18

(SEAL)

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1 AGREEMENT NO. 74- 178

FILED

2 TRANSFER AGREEMENT

SEP-31974

3 BETWEEN

4 Yolo General Hospital
5 170 West Beamer Street
6 Woodland, California 95695

LAURENCE P. HENIGAN, Clerk
By: *John E. Lucas*
Deputy

7 AND

8 ALDERSON CONVALESCENT HOSPITAL
9 124 Walnut Street
10 Woodland, California 95695

Micro Fiched

11 To facilitate continuity of care and the timely transfer
12 of patients and records between the hospital and the skilled nurs-
13 ing home, the parties named above agree as follows:

14 1. When a patient's need for transfer from one of the
15 above institutions to the other has been determined and substan-
16 tiated by the patient's physician, the institution to which transfer
17 is to be made agrees to admit the patient as promptly as possible,
18 provided admission requirements in accordance with Federal and
19 State laws and regulations are met.

20 2. The transferring institution will send with each
21 patient at the time of transfer, or in the case of emergency, as
22 promptly as possible, the completed transfer and referral forms
23 mutually agreed upon to provide the medical and administrative
24 information necessary to determine the appropriateness of the
25 placement and to enable continuing care to the patient. The trans-
26 fer and referral forms will include such information as current
27 medical findings, diagnosis, rehabilitation potential, a brief
28 summary of the course of treatment followed in the transferring
29 institution, nursing and dietary information, ambulation status,
30 and pertinent administrative and social information.

31 3. The hospital shall make available its diagnostic and
32 therapeutic services, including emergency dental care, on an

1 outpatient basis as ordered by the attending physician subject to
2 Federal and State laws and regulations.

3 4. The institution responsible for the patient shall be
4 accountable for the recognition of need for social services and
5 for prompt reporting of such need to the local welfare department
6 or other appropriate sources.

7 5. The transferring institution will be responsible for
8 the transfer or other appropriate disposition of personal effects,
9 particularly money and valuables, and information related to these
10 items.

Micro Fiched

11 6. The transferring institution will be responsible for
12 effecting the transfer of the patient, including arranging for
13 appropriate and safe transportation and care of the patient during
14 the transfer in accordance with applicable Federal and State laws
15 and regulations.

16 7. Charges for services performed by either facility shall
17 be collected by the institution rendering such services, directly
18 from the patient, third-party payor or other sources normally
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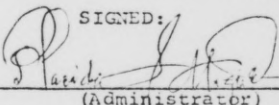
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2 California 95814. This agreement shall be automatically terminated
3 should either facility fail to maintain its licensure or certifica-
4 tion.

5 11. This agreement shall be renewed at least annually in
6 writing and shall be maintained in the facility's files with a
7 copy of the renewed agreement sent to the Certification Unit,
8 Department of Health Care Services, 714 P Street, Sacramento,
9 California 95814.

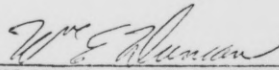
Micro Fiched

10
11 DATE: July 18, 1974

12 ALDERSON CONVALESCENT HOSPITAL
13 (Name of Skilled Nursing Home)

SIGNED: 
(Administrator)

14
15
16 YOLO GENERAL HOSPITAL
17 (Name of Hospital)


CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

1 AGREEMENT NO. 74- 179

2 FILED

3 SEP-8 1974

4 TRANSFER AGREEMENT

5 LAURENCE P. HENIGAN, Clerk

6 BETWEEN

7 By *Pat. E. Lucas*
8 Deputy

9 Yolo General Hospital
10 170 West Beamer Street
11 Woodland, California 95695

12 AND

13 DRIFTWOOD CONVALESCENT HOSPITAL
14 1850 E. 8th Street
15 Davis, California 95616

16 Micro Fiched

17 To facilitate continuity of care and the timely transfer
18 of patients and records between the hospital and the skilled nurs-
19 ing home, the parties named above agree as follows:

20 1. When a patient's need for transfer from one of the
21 above institutions to the other has been determined and substan-
22 tiated by the patient's physician, the institution to which transfer
23 is to be made agrees to admit the patient as promptly as possible,
24 provided admission requirements in accordance with Federal and
25 State laws and regulations are met.

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27 patient at the time of transfer, or in the case of emergency, as
28 promptly as possible, the completed transfer and referral forms
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30 information necessary to determine the appropriateness of the
31 placement and to enable continuing care to the patient. The trans-
32 fer and referral forms will include such information as current
33 medical findings, diagnosis, rehabilitation potential, a brief
34 summary of the course of treatment followed in the transferring
35 institution, nursing and dietary information, ambulation status,
36 and pertinent administrative and social information.

37 3. The hospital shall make available its diagnostic and
38 therapeutic services, including emergency dental care, on an

1 outpatient basis as ordered by the attending physician subject to
2 Federal and State laws and regulations.

3 4. The institution responsible for the patient shall be
4 accountable for the recognition of need for social services and
5 for prompt reporting of such need to the local welfare department
6 or other appropriate sources.

7 5. The transferring institution will be responsible for
8 the transfer or other appropriate disposition of personal effects,
9 particularly money and valuables, and information related to these
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Micro Fiched

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12 effecting the transfer of the patient, including arranging for
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14 the transfer in accordance with applicable Federal and State laws
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2 California 95814. This agreement shall be automatically terminated
3 should either facility fail to maintain its licensure or certifica-
4 tion.

5 11. This agreement shall be renewed at least annually in
6 writing and shall be maintained in the facility's files with a
7 copy of the renewed agreement sent to the Certification Unit,
8 Department of Health Care Services, 714 P Street, Sacramento,
9 California 95814.

10 Micro Fiched

11 DATE: 9-3-74

SIGNED:

12 DRIFTWOOD CONVALESCENT HOSPITAL
13 (Name of Skilled Nursing Home)

Marilyn H. Allen
(Administrator)

14
15
16 YOLO GENERAL HOSPITAL
17 (Name of Hospital)

W. E. Duncan
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

18 (SEAL)
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1 AGREEMENT NO. 74-180

2 TRANSFER AGREEMENT

3 BETWEEN

4 Yolo General Hospital
170 West Beamer Street
5 Woodland, California 95695

FILED

SEP-81974

LAURENCE P. MENIGAN, C.M.A.
By *John E. [Signature]*
Deputy

6 AND

7 HACIENDA CONVALESCENT HOSPITAL
625 Cottonwood Street
8 Woodland, California 95695

9 Micro Fiched

10
11 To facilitate continuity of care and the timely transfer
12 of patients and records between the hospital and the skilled nurs-
13 ing home, the parties named above agree as follows:

14 1. When a patient's need for transfer from one of the
15 above institutions to the other has been determined and substan-
16 tiated by the patient's physician, the institution to which transfer
17 is to be made agrees to admit the patient as promptly as possible,
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29 institution, nursing and dietary information, ambulation status,
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31 3. The hospital shall make available its diagnostic and
32 therapeutic services, including emergency dental care, on an

1 outpatient basis as ordered by the attending physician subject to
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Micro Fiched

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13 appropriate and safe transportation and care of the patient during
14 the transfer in accordance with applicable Federal and State laws
15 and regulations.

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28 facility on a limited or general basis.

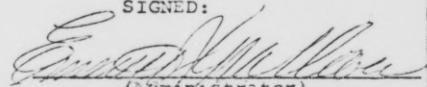
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2 California 95814. This agreement shall be automatically terminated
3 should either facility fail to maintain its licensure or certifica-
4 tion.

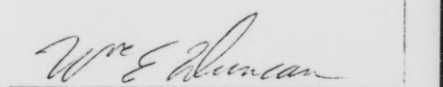
5 11. This agreement shall be renewed at least annually in
6 writing and shall be maintained in the facility's files with a
7 copy of the renewed agreement sent to the Certification Unit,
8 Department of Health Care Services, 714 P Street, Sacramento,
9 California 95814.

Micro Fiched

10
11 DATE: 18 July 74
12 HACIENDA CONVALESCENT HOSPITAL
13 (Name of Skilled Nursing Home)

SIGNED:

(Administrator)

14
15
16 YOLO GENERAL HOSPITAL
17 (Name of Hospital)


CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

15
FILED

SEP - 8 1974

1 AGREEMENT NO. 74- 181

LAURENCE P. HENIGAN, Clerk

2 TRANSFER AGREEMENT

By *[Signature]*
Deputy

3 BETWEEN

4 Yolo General Hospital
5 170 West Beamer Street
6 Woodland, California 95695

7 AND

8 STOLLWOOD SKILLED NURSING HOSPITAL
9 135 Woodland Avenue
10 Woodland, California 95695

Micro Fiched

11 To facilitate continuity of care and the timely transfer
12 of patients and records between the hospital and the skilled nurs-
13 ing home, the parties named above agree as follows:

14 1. When a patient's need for transfer from one of the
15 above institutions to the other has been determined and substan-
16 tiated by the patient's physician, the institution to which transfer
17 is to be made agrees to admit the patient as promptly as possible,
18 provided admission requirements in accordance with Federal and
19 State laws and regulations are met.

20 2. The transferring institution will send with each
21 patient at the time of transfer, or in the case of emergency, as
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23 mutually agreed upon to provide the medical and administrative
24 information necessary to determine the appropriateness of the
25 placement and to enable continuing care to the patient. The trans-
26 fer and referral forms will include such information as current
27 medical findings, diagnosis, rehabilitation potential, a brief
28 summary of the course of treatment followed in the transferring
29 institution, nursing and dietary information, ambulation status,
30 and pertinent administrative and social information.

31 3. The hospital shall make available its diagnostic and
32 therapeutic services, including emergency dental care, on an

1 outpatient basis as ordered by the attending physician subject to
2 Federal and State laws and regulations.

3 4. The institution responsible for the patient shall be
4 accountable for the recognition of need for social services and
5 for prompt reporting of such need to the local welfare department
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9 particularly money and valuables, and information related to these
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Micro Fiched

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13 appropriate and safe transportation and care of the patient during
14 the transfer in accordance with applicable Federal and State laws
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28 facility on a limited or general basis.

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2 California 95814. This agreement shall be automatically terminated
3 should either facility fail to maintain its licensure or certifica-
4 tion.

5 11. This agreement shall be renewed at least annually in
6 writing and shall be maintained in the facility's files with a
7 copy of the renewed agreement sent to the Certification Unit,
8 Department of Health Care Services, 714 P Street, Sacramento,
9 California 95814.

10 Micro Fiched

11 DATE: July 18 1974
12 STOLLWOOD SKILLED NURSING
13 HOSPITAL
(Name of Skilled Nursing Home)

SIGNED:

S. Frank Linback
(Administrator)

14
15
16 YOLO GENERAL HOSPITAL
17 (Name of Hospital)

W. E. Adams
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

McNAUGHTON BOOK SERVICE
A Division of Bro-Dart Inc.
PROCESSED BOOKS FOR PUBLIC AND RECREATIONAL LIBRARIES

FIRST CLASS MAIL TO P. O. DRAWER 926 PARCELS TO 500 ARCH STREET
PHONE 717 324-2461
WILLIAMSPORT, PA. 17701

July 25, 1974

YOLO COUNTY
AGREEMENT NO. 74-182

FILED

SEP - 31974

LAURENCE P. HENIGAN, Clerk

By: *[Signature]*
Deputy

Miss Mary L. Stephens
Yolo County Library
535 Court Street
Woodland, CA 95695

Dear Miss Stephens:

This letter, in duplicate, contains our proposal to set up within your library a collection of current fiction and popular non-fiction. If it is approved, please sign and return, for our files, the copy attached.

Micro Fiched

(1) We propose to install in the library a collection of 100 books hereinafter called the Basic Collection. These books shall be chosen by the librarian, but shall be confined strictly to the current list supplied by McNaughton or any list supplied by McNaughton during the past twelve months.

(2) Sustaining shipments, to average 10 books per month* over the year, shall be shipped upon publication. It is understood between the contracting parties that these shipments will be subject to some variation in monthly quantity because of fluctuations in book publishing, and that the yearly rather than the monthly average shall govern. The books will be chosen by the library from a blank list to be supplied each month. These selections should be returned to McNaughton no later than the 10th of the month preceding publication.

(3) All books shipped shall be protected by Plasti-Kleer book jacket covers, numbered, dated, identified by jacket inserts as coming from the library, and shipped by book post prepaid.

The author and title will be imprinted on book cards and pockets. Cards shall be inserted in pockets, and pockets attached by us to front flyleaf of each book. For all titles appearing on the monthly lists prepared by McNaughton Book Service, headed catalog card sets will be supplied.

*Except for the months of July and December when new books will total 50% of the usual quantity.

Inserts identifying the books as coming from the library shall read:

This Book Is From The
Elkhorn Village Branch Library
Yolo County Library
904 Sacramento Avenue
Broderick, CA 95605

(4) The librarian shall have the privilege of refusing to circulate any book sent, or of requesting books which he/she thinks would do well in the library, provided only that these requests do not grossly exceed the contractual obligations given in Section 2 above, and that the titles requested be within our field of current fiction and popular non-fiction. The librarian's requests will be honored, and if in excess of monthly quota, will be deducted from the next month's supply.

(5) After the library has received a total number of volumes equal to the quantity shown in paragraph (1) one, plus 10%, there shall be withdrawn EACH MONTH a sufficient quantity to maintain this level. It shall be the duty of the library to schedule withdrawals for a certain definite time each month and see that the schedule is maintained.

Micro Fiched

Books withdrawn may either be returned to us by UNINSURED BOOK POST ONLY or purchased by the library at a discount of 75% from list price.

Refunds by us for postage charges incurred in the return of books will be made promptly on receipt of notification of amount due the library. Postal charges may not be deducted from the regular checks.

Since the strict observance of the provisions of this Section is of prime importance, exceptional activity of the books shall not be used as a reason for altering the time or varying the number of withdrawals; but such exceptional activity may be the basis, by mutual consent, for altering the numbers or volumes covered by this agreement.

(6) Payment for this service shall be at the rate of \$53.00* per month, exclusive of any applicable Federal, State and/or local taxes - check in that amount to be mailed by the fifteenth of each month, after the receipt of the Basic Collection.

10 New Books Each Average Month	\$53.00
_____ Tax Exemption Number. 6% tax if applicable.	\$3.18
Total Monthly Payment	\$56.18
Total Yearly Payment (Discount not included)	\$674.16

Note: A 2% savings can be realized if annual prepayment is made.

* (Applicable Federal, State and/or Local taxes will be added).

McNaughton Book Service shall provide the following type of invoicing as requested by the librarian:

(Please check one)

☐ Monthly
☐ Quarterly
☐ Semi-annually
☐ Annually with 2% discount
for prepayment.

(Complete only if applicable)

☐ Our Library requires
a Purchase Order Number
on invoices.
P.O. No. _____

(7) Lost, damaged or stolen books shall be treated as property of the library, and McNaughton shall be reimbursed at the rate of 75% off the list price of each book. All lost, damaged or stolen books shall be reported promptly to McNaughton and reimbursement made upon receipt of invoice. Books returned, books purchased in lieu of return, including those reported as lost, damaged or stolen, will combine to constitute the total withdrawn from inventory.

Micro Fiched

(8) The collection shall be kept by the library for a minimum period of one year from date of installation. Thereafter, this agreement shall continue indefinitely, at the list price in effect, with the provision that it may be terminated at any time by either party giving the other party sixty days written notice of its intent.

(9) After the first year, while this agreement shall continue indefinitely, prices are subject to change upon 60 days written notice.

(10) The Library may, by giving 30 days written notice in advance to McNaughton Book Service, change the size of its basic collection and quota at the current prices then in effect for such service.

(11) If this Agreement be terminated for any reason, the library agrees to return to McNaughton Book Service, within 60 days of such termination, all books covered by this Agreement which have not been transferred to the library by purchase.

FOR BRO-DART, INC.

Lee E. Greak

Lee E. Greak
General Manager

FOR Elkhorn Village Branch Library
Yolo County Library

Wm E. Alencar

Approved Sept. 3, 19 74

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Contract Period: July 1, 1974 through June 30, 1975

LEG/au

CHARLES R. M...
COUNTY CLERK
BY: [Signature]
CHIEF DEPUTY COUNTY COUNSEL

McNAUGHTON BOOK SERVICE
A Division of Bro-Dart Inc
PROCESSED BOOKS FOR PUBLIC AND RECREATIONAL LIBRARIES

FIRST CLASS MAIL TO P. O. DRAWER 926 PARCELS TO 500 ARCH STREET
PHONE 717 324-2461
WILLIAMSPORT, PA. 17701

July 25, 1974

Account #749036

YOLO COUNTY
AGREEMENT NO. 74-183

Miss Mary L. Stephens
Yolo County Library
535 Court Street
Woodland, CA 95695

Dear Miss Stephens:

This letter contains an amendment to your agreement with McNaughton Book Service dated August 1, 1973. The terms of said agreement shall remain in force with the exception of the size of your basic collection and the quantity of books to be supplied on your monthly sustaining shipments.

To reflect the desired change in the size of your McNaughton Plan, the following paragraph is to replace the book quantities and price shown on the above referenced agreement.

Beginning July 1, 1974 your library shall have a collection of 100 books, hereinafter called the permanent inventory. Sustaining shipments to average 10 books per month for a total cost of \$56.18 per month.

Please sign and return one copy of this letter for our files. This amendment will not be effective until a signed copy is received.

Sincerely,

Lee E. Greak
Lee E. Greak
General Manager

LEG/au

For: Esparto Branch Library
Yolo County Library

Wm E. Henigan
Signature

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By: *[Signature]*
CHIEF DEPUTY COUNTY COUNSEL

FILED

SEP - 31 1974

LAURENCE P. HENIGAN, Clerk

By: *[Signature]*
Deputy

Micro Fiched

McNAUGHTON BOOK SERVICE
A Division of Bro-Dart Inc
PROCESSED BOOKS FOR PUBLIC AND RECREATIONAL LIBRARIES

FIRST CLASS MAIL TO P. O. DRAWER 926 PARCELS TO 500 ARCH STREET
PHONE 717 324-2461
WILLIAMSPORT, PA. 17701

July 25, 1974

Account #744095

YOLO COUNTY
AGREEMENT NO. 74-184

Miss Mary L. Stephens
Yolo County Library
535 Court Street
Woodland, CA 95695

FILED

SEP - 8 1974

Dear Miss Stephens:

LAURENCE P. HENIGAN, Clerk
By *Laurence P. Henigan*
Deputy

This letter contains an amendment to your agreement with McNaughton Book Service dated September, 1972. The terms of said agreement shall remain in force with the exception of the size of your basic collection and the quantity of books to be supplied on your monthly sustaining shipments.

Micro Fiched

To reflect the desired change in the size of your McNaughton Plan, the following paragraph is to replace the book quantities and price shown on the above referenced agreement.

Beginning July 1, 1974 your library shall have a collection of 200 books, hereinafter called the permanent inventory. Sustaining shipments to average 20 books per month for a total cost of \$112.36 per month.

Please sign and return one copy of this letter for our files. This amendment will not be effective until a signed copy is received.

Sincerely,

Lee E. Creak

Lee E. Creak
General Manager

LEG/au

For: Yolo County Library Bookmobile
Yolo County Library

Wm E. Henigan
Signature

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Laurence P. Henigan
CHIEF DEPUTY COUNTY COUNSEL

McNAUGHTON BOOK SERVICE
A Division of Bro-Dart Inc.
PROCESSED BOOKS FOR PUBLIC AND RECREATIONAL LIBRARIES

FIRST CLASS MAIL TO P. O. DRAWER 926

PARCELS TO 500 ARCH STREET

PHONE 717 324-2461

WILLIAMSPORT, PA. 17701

July 25, 1974

Account #742607

YOLO COUNTY
AGREEMENT No. 74-185

Miss Mary L. Stephens
Yolo County Library
535 Court Street
Woodland, CA 95695

FILED

SEP-8 1974

LAURENCE P. HENIGAN, Clerk
By *Laurence P. Henigan*
Deputy

Dear Miss Stephens:

This letter contains an amendment to your agreement with McNaughton Book Service dated July, 1973. The terms of said agreement shall remain in force with the exception of the size of your basic collection and the quantity of books to be supplied on your monthly sustaining shipments.

Micro Fiched

To reflect the desired change in the size of your McNaughton Plan, the following paragraph is to replace the book quantities and price shown on the above referenced agreement.

Beginning July 1, 1974 your library shall have a collection of 100 books, hereinafter called the permanent inventory. Sustaining shipments to average 10 books per month for a total cost of \$56.18 per month.

Please sign and return one copy of this letter for our files. This amendment will not be effective until a signed copy is received.

Sincerely,

Lee E. Greak

Lee E. Greak
General Manager

LEG/au

For: Clarksburg Branch
Yolo County Library

Wm E. Henigan
Signature

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

CHARLES P. HENIGAN
COUNTY CLERK
By *Charles P. Henigan*
CHIEF DEPUTY COUNTY COUNSEL

LEASE AGREEMENT

THIS AGREEMENT (hereinafter called "the Lease") entered into this _____ day of _____, 19____

Minneapolis:

Lessor hereby leases to Lessee and Lessee hereby hires of and from Lessor, for a period of _____ 59

months from and including the 10th day of August, 1974, to and including the

30th day of June 1979, (hereinafter called the "full term") the following de-

scribed property (hereinafter called "the Property");

Micro Fiched

NEW OR USED	MAKE TRADE NAME	DESCRIPTION OF EQUIPMENT	SERIAL NUMBER	MOTOR NUMBER
1	Olivetti	Copia 11		
RECEIVED SEP 25 1974 AURENCE P. HENIGAN, Clerk Deputy FILED SEP 25 1974 AURENCE P. HENIGAN, Clerk by <i>Barbara Rodger</i> Deputy				

Lessee shall pay Lessor as rental charges, an amount computed as follows:

- | | | |
|---|----|-------------------|
| 1. Cash price of the Property | \$ | <u>1,595.00</u> |
| 2. Sales or Use Tax | \$ | <u>95.70</u> |
| 3. Total (1 plus 2) | \$ | <u>1,690.70</u> |
| 4. Rental paid herewith | \$ | <u> </u> |
| 5. Net rental (3 minus 4) | \$ | <u>1,690.70</u> |
| 6. Interest charges on net rental | \$ | <u>257.63</u> |
| 7. Total unpaid rental charges (5 plus 6) | \$ | <u>1,948.33</u> |

Lessee agrees to pay the amount of total unpaid rental charges in instalments as follows:

PRINCIPAL	INTEREST	TOTAL	DUE DATE
338.14	80.11	418.25	6-30-75
338.14	71.01	409.15	6-30-76
338.14	53.26	391.40	6-30-77
338.14	35.50	373.64	6-30-78
338.14	17.75	355.89	6-30-79

a. If Lessee does not pay any amount due or to become due under the Lease or defaults in the performance of any of the terms and conditions hereof, all Lessee's rights hereunder are terminated and Lessor shall become entitled to possession of the Property and to retain all rentals. Any past due payment of rent shall bear interest at the rate of seven percent (7%) per annum.

b. Lessee agrees to use the Property only for the purposes for which it is designed. Lessee agrees to be responsible for, and pay all charges for, upkeep or storage of the Property and make, at its own expense, all repairs and supply and pay for all parts and accessories needed to maintain and operate the Property in proper condition and good running order. Upon termination of the Lease for any reason prior to expiration of its full term Lessee shall redeliver the Property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted; but any damage or depreciation caused by accident, negligence, fire, the elements or other casualty, or by failure or neglect to make repairs as needed, is not excepted.

c. Lessee agrees to be liable for, and to pay and satisfy, every claim and liability arising against the property during the term of the Lease and assumes hereunder all taxes, charges, and penalties of the laws of California or any other jurisdiction in which the Property is, or may be operated, during the term of the Lease. Lessee agrees to defend, at Lessee's own expense, all actions brought against either or both of the parties hereto for damages to persons or property caused by the Property, or by Lessee's operation thereof, and to hold Lessor free and harmless of and from all claims and demands for damages to any person or property which may arise or be occasioned by or through the use of the Property during the term of the Lease. Upon request, Lessee shall obtain and keep in force insurance protecting Lessor against those claims and demands and against loss of or damage to the Property by fire or other hazard, in form, amount, and companies satisfactory to Lessor.

d. Lessor covenants that it is the sole owner of the Property and that no other person, party, firm or corporation has any right, title, or interest in or to the Property and that during the term of the Lease Lessor will not sell or encumber the Property, or any interest therein, except subject to Lessee's rights hereunder.

e. Upon written notice to Lessor, given not later than ninety (90) days prior to the end of any fiscal year of Lessee, Lessee may terminate the Lease as of the end of that fiscal year. Upon termination before the full term of the Lease, Lessee shall redeliver the Property to Lessor in the condition described in paragraph (b) hereof. If Lessee terminates the Lease under this paragraph (e) Lessor may retain all amounts previously paid by Lessee and may collect and retain any amounts due and unpaid on the date of such termination.

f. If Lessee complies with all Lessee's covenants under the Lease and the Lease has not been terminated for any reason before the full term thereof, then all the right, title, and interest of Lessor in and to the Property shall vest in, and the Property shall thereafter be owned by, Lessee. Lessor covenants that it will, upon demand thereafter, execute to Lessee a bill of sale of all Lessor's right, title, and interest in and to the Property as evidence of that transfer of title.

g. THIS AGREEMENT shall, in every respect, be binding on the parties hereto, and their respective successors and assigns.

h. Lessee acknowledges receipt of an exact copy of the Lease. IN WITNESS WHEREOF, the parties hereto have signed the Lease the day and year first above written.

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General Copy Systems, Inc.

By John Bradley, President

Approved for Lessee

By Charles R. Mack
COUNTY COUNSEL
BY: [Signature]
CHIEF DEPUTY COUNTY COUNSEL

Title

Yolo County Library

By [Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
By COUNTY OF YOLO, STATE OF CALIFORNIA

By

By

ASSIGNMENT

For value received, the undersigned does hereby sell, assign, and transfer to the Bank of America, National Trust and Savings Association, hereinafter called "Bank", his, its or their right, title, and interest in and to the Lease, the Property therein described and all moneys to become due thereunder. In consideration of the purchase of the Lease, the undersigned agrees if Lessee defaults in making any payment due under the Lease, at the time and in the manner therein specified, or if Lessee terminates before the full term or fails to make payments for the full term of the Lease, to pay on demand to Bank the rentals due and to become due under the Lease. By its acceptance of those sums from the undersigned, Bank agrees to reassign the Lease and any rights to the Property derived by virtue hereof or by virtue of the Lease. The undersigned hereby consents that Bank, or its successors or assigns, may without notice extend the time for payment under the Lease, waive the performance of such terms and conditions thereof as it, or they, may determine, and make any reasonable settlement thereunder, without affecting or limiting the undersigned's liability hereunder. The undersigned waives any rights set forth in Sections 2845, 2847 and 2850 of the Civil Code of California. The undersigned represents that the sales or use tax set forth in the Lease has been or will be paid by the undersigned to the appropriate authorities.

DATED AT

19

Lessor sign here

FILED 23
SEP-31974
LAURENCE P. HENSON, Clerk
By John E. [Signature]
Deputy

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AGREEMENT NO. 74- 187

(Agreement for the Acquisition of LESSEE'S Interest in Real Property)

THIS AGREEMENT made and entered into this 30th day of August, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and JOHN M. LEAR, MARJORIE M. LEAR, his wife, hereinafter referred to as SELLERS, and MICHAEL LEAR and MARK LEAR, hereinafter referred to as LESSEES,

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W I T N E S S E T H:

XEROX
COPY

RECITALS:

1. SELLERS and COUNTY have entered into Agreement No. 74-155 by the terms of which COUNTY will purchase the real property described therein, which real property is subject to an unrecorded lease, dated October 1, 1972, and this agreement is an addendum to said agreement, and the consideration for this agreement is in the mutual covenants contained therein.
2. Said lease is attached hereto, marked Exhibit "A", and incorporated herein by reference thereto. The undersigned LESSEES represent that they are in possession of the said demised real property, and that they have not assigned their interest in same to any person or persons, and that said lease represents and embodies all of their interests and claims to said demised property.
3. COUNTY wishes to occupy and use a portion of said leased property, 60 acres, more or less, which parcel of real property is described in the map or sketch of same, designated Exhibit "B", and incorporated herein by reference thereto.
4. Said portion of said leased property is currently in growing crops, and it is anticipated by the parties that said growing

1 crops shall be harvested on or before October 14, 1974.

2 AGREEMENTS:

3 1. LESSEES do hereby transfer, assign, and convey to COUNTY all
4 of their rights and interests in and to said parcel designated
5 in Exhibit "B", including all of their interests therein
6 created and existing by virtue of said lease.

7 2. Said transfer, assignment, and conveyance is hereby consented
8 to by SELLERS. Micro Eched

9 3. COUNTY shall be entitled to possession of said parcel without
10 liability for crop damage on October 15, 1974, or upon comple-
11 tion of the harvest of the existing crop of tomatoes on said
12 property, whichever date first occurs.

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 agreement as of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdi-
16 vision of the State of California

17 BY W. E. Hurcan
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

20 LAURENCE P. HENIGAN, CLERK

21 BY Pat E. Lucas
22 DEPUTY

23 (SEAL)

24 SELLERS -

John M. Lear
25 JOHN M. LEAR

Marjorie M. Lear
26 MARJORIE M. LEAR

27 LESSEES -

Michael Lear
28 MICHAEL LEAR

Mark Lear
29 MARK LEAR

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 1st day of October, 1972, by and between Marjorie and John M. Lear, hereinafter designated "LESSOR", and Michael and Mark Lear designated "LESSEE",

WITNESSETH

That the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee does hereby lease, hire and take from the Lessor all that certain real property situate in the County of Yolo, State of California and particularly described as follows:

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200 Acres more or less located in the South half of Section 30, T.9 N., R. 3 E., M.D.B. & M.

The term of this lease shall be for a period of seven(7) years commencing on October 1, 1972, and terminating November 15, 1979; however this lease may be extended to April 15, 1980 to accomodate overwinter sugarbeet harvest. Lessee shall retain rights of possession of land in growing crops until such crops are harvested.

The property shall be used by Lessee for the purpose of farming the crops specified below and shall be used for no other purpose or purposes. The rent for the premises shall be on a crop share basis as follows:

Sugar beets	Twenty percent(20%) of gross to Lessor
Field corn	Twenty-five percent(25%) " " " " " "
Milo	Twenty-five percent(25%) " " " " " "
Tomatoes	Fifteen percent (15%) " " " " " "
Wheat	Thirty-three and a third(33 1/3) " "

Lessor to pay his share of drying costs, if applicable, on field corn or milo. Sugar beets delivered to dump.

It is understood that Lessee may farm said premises in any manner in which he desires during the term hereof, providing that such farming operation are in accordance with good farming practice in the neighborhood

Exhibit "A"

It is understood and agreed that Lessee shall have all rights of possession of said premises during the term hereof.

Lessee shall not assign this lease or sublet the said premises or any part thereof without the written consent of the Lessor. Neither this lease nor any interest therein of the Lessee shall be assignable or transferable by operation of law.

It is understood and agreed that this lease is made subject to any existing oil, gas and mineral lease now executed by the Lessor, or any other oil, gas and mineral lease now executed by the Lessor, or any other oil, gas and mineral lease that may be hereafter by the Lessor during the term hereof, and Lessor does hereby assign to Lessee all rights that he may have under such oil, gas or mineral lease or leases to collect any damage to crops or other improvements on said premises suffered by reason of removal operations of gas, oil or other minerals therein during the term hereof.

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Unless Lessor otherwise instructs, Lessee shall market Lessor's share of the crops along with Lessee's share, accounting to Lessor for its share thereof. Any and all contracts or agreements for the sale of crops which shall include Lessor's portion thereof shall be submitted to Lessor for its approval.

Lessor and Lessee shall be tenants in common in proportion to their respective interests in the crops grown upon the leased premises, and Lessor's interest therein shall under no circumstances be affected in any manner by any mortgage or other encumbrances made or suffered to be placed by Lessee upon Lessee's share of said crops. In all instances where shares are sold jointly, the buyer is hereby authorized to pay Lessor's share of the gross proceeds in the percentage above specified directly to Lessor.

Lessee agrees to carry adequate Workmens Compensation Insurance and Public Liability and Property Damage Insurance.

Lessee agrees to pay all electric charges and supply maintenance.

Time is the essence of this contract.

The terms of this lease shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

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<i>Marjorie Lear</i>	<i>John H. Lear</i>
MARJORIE LEAR	JOHN H. LEAR
"Lessor"	"Lessor"

<i>Michael Lear</i>	<i>Mabel Lear</i>
MICHAEL LEAR	MABEL LEAR
"Lessee"	"Lessee"

PACIFIC GAS AND ELECTRIC COMPANY

PG&E 5555 FLOREN PERKINS ROAD • P. O. BOX 7444 • SACRAMENTO, CALIFORNIA 95826

April 30, 1974

Yolo County
Agreement No. 74-188

FILED

SEP-3 1974

Mr. Lloyd Roberts
Director of Public Works
County of Yolo
Woodland, CA 95695

LAURENCE P. HENIGAN, Clerk
By *L. P. Henigan*
Deputy

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Dear Mr. Roberts:

This will confirm our recent discussions concerning the special Westinghouse (ball globe) Company luminaires and Koppers Company center-bored wood poles with special double arms proposed to be installed on Linden Road, West Sacramento, California.

The physical and operating characteristics of this fixture have been reviewed and, under certain conditions, we will agree to own these special facilities and supply service under Rate Schedule LS-1.

The Developer will be required to pay our regular additional installed costs for the special facilities which will be billed under separate cover.

Because of its unusual design, it should be recognized that this type of fixture may not provide the quality or quantity of light on the street that could normally be expected from a standard street lighting luminaire using the same size lamp. Therefore, if for any design or photometric reasons the County should request the company to replace, rearrange or remove this system prior to the end of the fixture's useful life, such work would be done at the expense of the County.

Also, the construction of the fixture and the special arms is such that the material cost for any necessary replacements in the future, is expected to be substantially higher than for standard facilities. These additional material costs were not contemplated in our Schedule LS-1 rates; therefore, PG&E will require additional compensation from the County in the future for such abnormal material costs as they are incurred. This charge will be the net material cost over and above the material cost of our conventional wood pole and standard street light luminaire.

Normally, when a street light is at the end of its useful life, PG&E will replace the system with one of similar functional design. However, because of the unusual design of this particular fixture and pole, future replacement in kind may not be possible or economically feasible, in which case, the type of replacement facilities will be selected and installed to mutual satisfaction.

RECEIVED
MAY 3 - 1974
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

Mr. Lloyd Roberts
April 30, 1974
Page 2

These provisions are in accordance with the terms and conditions of our presently effective Street and Highway Lighting Schedule LS-1, a copy of which is enclosed, and are subject to any changes therein or to successor schedules thereto as may be authorized by the California Public Utilities Commission.

At such future time as our Schedule LS-1, or any successor schedule thereto, shall provide the express rate for this type of installation, service to these lights will thereafter be automatically billed under that rate as covered by our street lighting contract with the County of Yolo prepared for this installation.

If these arrangements and conditions are satisfactory to you, please sign and return one copy of this letter and we shall be pleased to proceed with plans for the installation. Should you have any questions regarding this matter, please call Bill Reeves at 383-4141.

Sincerely,

Micro Elched

B. J. Hoppert

B. J. HOPPERT
Manager
West Sacramento

WTReeves:em
Enclosure

The conditions stated in the foregoing are satisfactory and accepted by the

ARLINGTON OAKS LIGHTING DISTRICT
COUNTY of YOLO

By *Lloyd Roberts*
Director of Public Works

Title _____

Date _____

Pacific Gas and Electric Company
San Francisco, California

Revised Cal. P.U.C. Sheet No. 5473-E
Canceling Revised Cal. P.U.C. Sheet No. 5342-E

Schedule No. LS-1
STREET AND HIGHWAY LIGHTING

APPLICABILITY

This schedule is applicable to Utility-owned and maintained lighting installations which illuminate streets, highways, and other publicly-dedicated out-of-door ways and places and which generally utilize the Utility's distribution facilities. Rates of Class A and Class B service will be applicable as determined in Special Condition 4.

TERRITORY

The entire territory served.

RATES

Class	Rate per Lamp per Month		
	A	B	
Burning Schedule	All-Night	Midnight	All-Night
Nominal Lamp Rating			
Incandescent Lamps			
600 lumens or less	\$ 2.101*	\$ 1.851*	—
1,000 lumens	2.359*	2.030*	—
2,500 lumens	3.627	3.113*	\$2.877
4,000 lumens	4.512	3.706*	3.652
6,000 lumens	5.402	4.350*	4.552
10,000 lumens	7.424	5.837*	6.524
15,000 lumens	9.690*	7.345*	—
Mercury Vapor Lamps			
Average			
Lamp Initial			Micro Fiched
Watts Lumens			
100 3,500	\$ 3.626	—	\$2.726
175 7,500	4.206	\$ 3.477*	3.256
250 11,000	5.160	4.205*	4.260
400 21,000	6.834	5.352*	5.584
700 37,000	11.717	9.239*	9.917
1,000 57,000	14.921	11.735*	12.221
High Pressure Sodium Vapor Lamps			
Average			
Lamp Initial			
Watts Lumens			
250 25,500	\$11.118	—	\$8.418
400 46,000	12.756	—	9.756

Fuel Cost Adjustments

A fuel cost adjustment, as specified in Part B of the Preliminary Statement, is included in the above rates for service, including bills for minimum charges. The fuel cost adjustment amount shall be the product of the total kilowatt hours for which the bill is rendered multiplied by 0.473 cents per kilowatt hour.

*Service under rates marked with an asterisk and service covered by Special Condition 3, except service for extended all-night burning schedules as provided under Special Condition 3, are limited to street lights under such rates as of May 15, 1966.

SPECIAL CONDITIONS

1. Type of Service: The Utility reserves the right to supply either "multiple" or "series" service.
2. Annual Burning Schedule: The above rates apply to lamps which will be turned on and off once each night in accordance with a regular burning schedule agreeable to the customer but not exceeding 4,100 hours per year for all-night service and 2,450 hours per year for midnight service.
3. Operating Schedules Other Than All-Night and Midnight: Rates for regular operating schedules other than full all-night but not midnight will be the midnight rates plus or minus, respectively, for each half hour per night more or less than midnight service, one-eleventh of the difference between the midnight and the midnight rate, computed to the nearest whole cent. This adjustment will apply only to lamps on regular operating schedules which do not exceed 4,500 hours per year.

(continued)

Advice Letter No. 446-E
Decision No. 81077

Issued by
J. F. Roberts, Jr.
Vice-President—Rates and Valuation

Date Filed April 5, 1974
Effective April 7, 1974
Resolution No. L-153

Schedule No. LS-1
STREET AND HIGHWAY LIGHTING

(Continued)

4. Facilities and Rates:

a. Applicability of Class A Service:

- (1) Basic installations made entirely at the Utility's expense consisting of the Utility's standard luminaires with incandescent filament or mercury vapor lamps, necessary support arms, and control facilities installed on wood poles which are supplied with overhead services.
- (2) Utility standard luminaires, support arms, and control facilities installed on steel poles of a partial underground distribution system installed entirely at the Utility's expense except as provided in Special Condition 4d.
- (3) Utility standard galvanized steel lighting pole installations provided the customer elects to pay a nonrefundable amount equal to the estimated additional installed cost over that of a basic installation. The Utility will, if the customer so elects, furnish and install, at its expense, the lighting installation using the Utility's standard galvanized steel pole with support arms of standard length and supplied with overhead services provided the customer pays an additional monthly charge of \$2 per pole. (An additional monthly charge of \$1.25 for concrete poles is applicable in the Fort Bragg Area and the Humboldt Division. This charge is limited to installations as of February 13, 1971.)
- (4) Installations using other than standard Utility equipment, such as concrete or metal poles of special design, provided such equipment meets the Utility's engineering and operating standards and the customer pays a nonrefundable amount equal to the additional cost, if any, over that of a basic installation.

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b. Applicability of Class B Service:

Class B rates will be applied to Class A rate installations if the customer elects to reimburse the Utility a nonrefundable amount equal to its estimated installed cost of the luminaires, support arms, and control facilities that would normally be used with a basic installation.

c. Underground Services:

The Utility will install underground services provided the customer elects to pay the additional installed cost, if any, of underground services over that of overhead services and also provides at his expense any necessary trenching, backfill, and paving.

d. Partial Underground Systems:

Where additional steel distribution poles are installed in partial underground systems because of street light spacing requested by the customer, the customer shall pay the difference between the installed costs of wood poles and the steel poles and shall provide any necessary trenching, backfill, and paving.

e. Changing Class of Rates:

Existing lighting systems receiving service on the Class A rate will be transferred to the Class B rate at the option of the customer if the customer reimburses the Utility an amount equal to the estimated installed cost of equivalent luminaires, support arms, and control facilities.

f. Changing Facilities Under Class B Service:

Upon request by a customer receiving service on Class B rates, the Utility will convert incandescent lamps to mercury vapor and/or will upgrade existing mercury vapor lamps to larger sizes provided the customer reimburses the Utility an amount equal to the difference between the estimated installed cost of the new luminaire, support arm, and control facility and the amount previously reimbursed for the existing luminaires, support arms, and control facilities.

g. Ownership:

All facilities installed under this schedule shall become and remain the sole property of the Utility.

Advice Letter No. 380-E
Decision No. 78186

Issued by
J. F. Roberts, Jr.
Vice-President—Rates and Valuation

Date Filed February 9, 1971
Effective February 13, 1971
Resolution No.

RECEIVED

SEP 26 1974

COPIES
DIVISION
APPLICANT

Yolo County
Agreement No. 74-189

FILED
REFERENCE
SEP 26 1974
LAURENCE P. HENIGAN, Clerk
By *Baldern Rodgers*

AGREEMENT FOR STREET AND HIGHWAY LIGHTING
SUPPLIED FROM DISTRIBUTION LINES OF
PACIFIC GAS AND ELECTRIC COMPANY.

THIS AGREEMENT made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,
hereinafter called Pacific, and
COUNTY OF YOLO
a political subdivision of the State of California, hereinafter called Customer,

WITNESSETH:

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That the parties hereto do hereby mutually agree as follows, to wit:

1. Pacific will, during the term hereof, furnish, install, and/or operate and maintain, the following specified lamps on its poles, together with the necessary wires and other appliances, for lighting the streets and highways of Customer, and furnish electricity from its distribution lines for lighting said lamps, all in accordance with applicable rates, rules and regulations relating to the furnishing by Pacific of electric service duly established from time to time by Pacific and on file with the Public Utilities Commission of the State of California, herein called Commission.
2. Customer agrees that the lamps initially installed for lighting and to be installed for lighting hereunder, shall not be less than indicated below, and that the operating schedule(s) for such lamps and the initially applicable rate schedule, copy of which rate schedule is attached, shall be as below designated:

Number of Lamps	Rating of Lamps in Lumens	Type of Lamps	Rate Schedule	Operating Schedule
36	7500	Mercury Vapor	LS-1	All Night
located on Linden Rd. Fredricks-Southport				

Such of said lamps as are to be newly installed hereunder, if any, shall be installed at such respective locations upon said streets and highways as shall be designated by Customer and approved by Pacific.

3. Customer shall pay Pacific monthly for services furnished hereunder at any established office of Pacific.

4. Pacific will, in accordance with the applicable rate schedules, rules, and regulations from time to time established by Pacific, also furnish, install, operate and maintain, at locations approved by Pacific, and furnish electricity for lighting such additional lamps or such lamps to be substituted for, and of greater capacity than, those initially or subsequently lighted hereunder, as Customer shall from time to time in writing request and Pacific shall then approve.

5. All lamps, wires, appliances and fixtures now or hereafter installed by Pacific for use in connection with service to be provided hereunder shall at all times be and remain the property of Pacific.

6. Pacific shall have the right exercisable within a reasonable time after the expiration or other termination hereof to remove all such lamps, globes, wires and other appliances and fixtures from said streets and highways.

7. This contract shall be effective as of the date hereof and shall remain in force for the initial term of five years years and after date Pacific ready to provide service, and shall thereafter extend automatically for successive terms of one (1) year each, provided, however, that either party hereto shall have the right to terminate this contract at the expiration either of the initial term hereof or any subsequent contractual year by giving the other written notice to that effect at least sixty (60) days prior to such termination date.

8. This contract shall at all times be subject to such changes or modifications by Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 3rd day of September, 1974, by their respective officers thereunto duly authorized.

Arlington Oaks Lighting District
Customer

By *David H. Helt*
Its Director of Public Works

292 West Beamer Street, Woodland, CA 95695

ATTEST: LAURENCE P. HENIGAN
Clerk

PACIFIC GAS AND ELECTRIC COMPANY

By *W. M. ...*

Manager, Sacramento Division

AGREEMENT NO. 74-100

SEP 10 1974

ELECTION SERVICE AGREEMENT

LAURENCE P. HENRIAN, C.O.

By *John E. Evans*

1. This Agreement is entered into between CUBIC INDUSTRIAL CORPORATION, 4285 Ponderosa Avenue, San Diego, California 92138, hereinafter known as "C.I.C." and YOLO COUNTY hereinafter known as the "Customer", to provide election support services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic Buffers, owned or leased by the Customer for the fees and for the coming year shown below:

<u>Description</u>	<u>Serial Numbers</u>	<u>Qty.</u>	<u>Fee/Unit/ Contract Yr.</u>	<u>Total Fee/ Contract Yr.</u>
Vote Counters	14, 27, 28, 31,	10	\$1,050.00	\$10,500.00
Model No. 23P	43, 49, 56, 63,			
	78, 89			
Buffers	30	1	1,050.00	1,050.00
Model No. CM-11				

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2. Fees will be due at the end of each successive 4 month periods from the effective date herein. Invoices will be submitted by C.I.C. under the following schedule:

October 31, 1974
February 28, 1975
June 30, 1975

The amounts due shall be paid by the Customer promptly upon receipt of such invoices and certification by the Customer authorized personnel that all obligations covered by the invoices have been performed in a satisfactory manner in accordance with the terms of the Agreement.

3. This Agreement is effective as of July 1, 1974 through and including the contract year ending June 30, 1975. This Agreement supersedes and cancels any other election service agreement between C.I.C. and the Customer in effect prior to the effective date of this Agreement regarding the equipment listed above.
4. This Agreement is to be performed in the manner and under the terms and conditions set forth below:

A. Election Support:

- (1) Election support services by C. I. C., or their duly authorized representatives, shall consist of providing:
 - (a) Assistance in ballot printing.
 - (b) One time support and assistance to obtain proper operation of data processing including aid in programming, during the initial election at which the equipment is used.
 - (c) Miscellaneous pre-election preparation.
- (2) The Customer will notify C. I. C. at least 45 days in advance, in writing, that this equipment will be used in forthcoming election.
- (3) The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election, as mutually agreed between the parties, to allow C. I. C. or its authorized representatives, to adjust, check out, and complete any necessary connections to the equipment. Such reasonable time shall in no event be less than five working days from the scheduled date of elections.
- (4) C. I. C., or its authorized representatives, shall have the necessary service personnel on site prior to, during and until the completion of any election in which the equipment is used to provide election support and maintenance service during the equipment operating period.
- (5) This Agreement does not provide for preventative maintenance, follow-on data processing support or additional data processing services due to customer initiated changes of computer or changes in programming.

Micro Fiched

B. Replacement Parts:

- (1) This Agreement includes replacement of standard parts (excluding rotating electrical assemblies, drive motors, fans, and memory drums on customer-owned equipment) necessary to place said equipment in good condition and labor necessary to make such replacement of parts.
- (2) Labor, parts and expense necessary to repair damage caused by accident, civil disturbance, riot, fire, water, Acts of God, or forces of nature or unwarranted abuse, or necessary for major repairs, periodic preventative maintenance or overhauling or altering equipment are not included in this Agreement. When such service is required, an estimate of charges will be submitted for approval before work is started.

- (3) This Agreement does not include the incorporation of new attachments, or providing of operating supplies by C. I. C. Any new attachment added to a machine during the period of this Agreement shall be incorporated by written amendment to this Agreement, after mutual agreement regarding adjustments to the Election Service Fee (if any) necessitated by such addition.

C. Other Terms:

- (1) In the event the Customer elects to purchase either the leased equipment under this Agreement, or any additional equipment from C. I. C., C. I. C. agrees to provide for the service of those machines, including the Buffers, as is provided hereinabove, upon being requested so to do by the Customer. Such changes or additions shall be incorporated by written amendment to this Agreement.
- (2) C. I. C. hereby agrees to defend, at C. I. C.'s expense, or to provide for the defense of the Customer in any litigation instituted against the customer which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this Agreement, whether such litigation be based upon a claim for damages, or injunction, or both. C. I. C. further agrees to assume and hold the Customer harmless from any monetary damages, if such should be awarded, against the Customer in any such litigation.
- (3) To the extent that the listed equipment covered by this Election Service Agreement is returned (if leased), lost destroyed or damaged beyond repair during the term hereof, this Service Agreement shall, as to each such piece of equipment, also to that extent thereupon terminate, and any outstanding balances under the terms of this Agreement, as between the parties hereto, shall be adjusted, and paid or repaid as the case may be, to the date of such termination.
- (4) This Agreement shall be binding upon its being duly executed by both of the parties hereto.

Micro Fiched

Approved as to Form
Dated
County Clerk of Yolo

DATED: August 26, 1974

CUBIC INDUSTRIAL CORPORATION

By [Signature]

Title Vice President/General Manager

By [Signature]

Title Secretary

(SEAL)

DATED: Sept 10, 1974

County of Yolo

By [Signature]

ATTEST: CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

LAURENCE P. HERRMAN, CLERK

Title [Signature]

By [Signature]

(SEAL)

RECEIVED

OCT 24 1975

LAURENCE P. HENGAN, Clerk

By..... Deputy

FILED

OCT 24 1975

LAURENCE P. HENGAN, Clerk

By *Paulma Rodgers* Deputy

AGREEMENT NO. 74-191

THIS AGREEMENT made and entered into this 16th day of September 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the EAST YOLO JUNIOR CHAMBER OF COMMERCE, hereinafter called JAYCEES,

W I T N E S S E T H:

Micro Fiched

WHEREAS, COUNTY is the lessee under Lease Agreement No. 64-39, dated April 6, 1964, as renewed by Lease Agreement No. 74-69, dated April 22, 1974, between the County of Yolo and the SACRAMENTO-YOLO PORT DISTRICT of the property hereinafter described, said lease being for a period of ten (10) years, commencing March 1, 1974, and terminating February 28, 1984; and

WHEREAS, said leased premises has been improved with park and recreation facilities and is known as Sam Combs Park, and the building located thereon serves as a place where young girls of the community of West Sacramento can meet for companionship and participation in community planned activities; and

WHEREAS, JAYCEES desire to administer the use and maintenance of the facilities including the building in Sam Combs Park for park and recreation use of the community until the expiration of the lease County has with the Sacramento-Yolo Port District; and

WHEREAS, the proper use and maintenance of such building on said land would be in furtherance of the stated purpose in said lease.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS herein contained, the parties hereto agree as follows:

1. COUNTY grants to JAYCEES the right of use of the said building located in Sam Combs Park.

1 2. JAYCEES agree that the primary use of the building
2 shall be for the purpose of furthering the well being of young
3 girls of West Sacramento for the period of time COUNTY has a lease
4 on the land.

5 3. JAYCEES agree to be responsible for the administration
6 of said building, said responsibilities shall include but not be
7 limited to the following:

Micro Fiched

- 8 (a) Govern and schedule the use of the facilities on
9 said land, including building, in accordance with
10 the purposes as stated hereinabove, giving first
11 priority to girls' activities.
12 (b) Provide custodial services for building.
13 (c) Pay all charges for utility services used in the
14 building.
15 (d) Keep and maintain the interior and glazing of
16 said building and every part thereof in good and
17 sanitary order, condition and repair, ordinary
18 wear and tear excepted, and not to make any altera-
19 tion of said building without consent of the
20 Board of Supervisors of COUNTY.
21 (e) Maintain in full force and effect at all times
22 during the term of this agreement and provide
23 COUNTY with a certificate of public liability
24 and property damage insurance in the extent of
25 \$100,000 for each person and \$300,000 for each
26 occurrence and \$50,000 property damages.

27 4. JAYCEES shall be entitled to establish a schedule of
28 fees for use of said building approved by the Board of Supervisors
29 of COUNTY so as to provide revenue to enable JAYCEES to meet its
30 obligations incurred by this agreement.

31 5. COUNTY shall be responsible for maintenance and repairs
32 of the exterior of said building, and COUNTY further agrees to

1 insure same against loss by fire.

2 6. The property hereinabove referred to upon which the
3 building is erected is described as follows:

4 BEGINNING at the Northeast corner of Silva's
5 Subdivision as same appears of record in Map
6 Book 4, pages 68 and 69, Yolo County Records;
7 thence North 89° 22' 08" East along the South
8 line of Stone Blvd. 903.26 feet to the North-
9 westerly line of California State Highway Micro Fiched
10 Route 99 Yolo Section B, also known as Jefferson
11 Blvd.; thence along a curve to the right having
12 a radius of 999.50 feet and distant 15 feet
13 Northwesterly and radially from the center-
14 line of the main track of the Sacramento-Yolo
15 Port Belt Line Railroad, a distance along the
16 arc of 590.54 feet, the chord of which bears
17 South 61° 43' 43" West, 581.99 feet; thence
18 South 89° 22' 08" West, 389.49 feet to the
19 Southeast corner of Silva's Subdivision; thence
20 North 0° 14' 59" West along the east line of
21 said subdivision, 270.00 feet to the point of
22 beginning. Containing 4.394 acres of land.

23 7. The effective date of this agreement shall be March 1,
24 1974. This agreement may be terminated by either party upon sixty
25 (60) days' prior written notice.

26 IN WITNESS WHEREOF, the parties hereto have executed this
27 agreement the day and year first above written.

28 COUNTY OF YOLO, a political subdivi-
29 sion of the State of California

30 BY *W. E. Sherman*

31 CHAIRMAN OF THE BOARD OF SUPERVISORS

32 EAST YOLO JUNIOR CHAMBER OF COMMERCE

BY *Arthur Brown*

President

FILED

SEP 16 1974

AGREEMENT NO. 74-192

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS

Deputy

AGREEMENT FOR

CHEST CLINIC SERVICES

AMENDED BY
Agree. # 74-231
from 8-29-74

THIS AGREEMENT, made and entered into this 16th day of September, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "County"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "Contractor"),

W I T N E S S E T H :

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WHEREAS County maintains respiratory health clinics in the City of Woodland and in Broderick, an unincorporated urban area; and

WHEREAS Contractor has a continuing need for materials relating to pulmonary disease, for instructional use in the regular programs of the School of Medicine, University of California, Davis; and

WHEREAS County desires to obtain and Contractor desires to provide general chest clinic patient care by a duly licensed physician, or physicians, at County respiratory health clinics;

NOW, THEREFORE, the parties agree as follows:

1. Contractor shall provide to County general chest clinic patient care by a duly licensed physician, or physicians, from the pulmonary disease section of the University of California, Davis School of Medicine for a total of ten (10) physician-hours each and every month during the term of this agreement. Such care shall be provided five (5) hours each month at the County Respiratory Clinic located at 10 Cottonwood Street, Woodland, California and five

(5) hours each month at the County Respiratory Clinic located at 350 "C" Street, Broderick, California.

2. For and in consideration of such service, County shall pay to Contractor the sum of two hundred and fifty dollars (\$250.00) per month by check made payable to The Regents of the University of California and mailed to the School of Medicine Business Office, University of California, Davis, California 95616.

Micro Fiched

3. As additional consideration for services provided by Contractor under the terms of this agreement, County hereby grants permission for Contractor to utilize x-rays and other materials obtained through performance of this agreement in instructional programs of the University of California, Davis School of Medicine.
4. In performance of the work, duties, and obligations devolving upon it under this agreement, Contractor is at all times acting and performing as an independent contractor performing the work of a respiratory clinic physician. County shall not have nor exercise any control or direction over the methods by which Contractor shall perform its work and function, except that Contractor by this agreement agrees to perform its work and functions at all times in strict accordance with currently approved methods and practice and that the sole interest of County is to assure that said work and functions shall be performed and rendered in a competent, efficient, and satisfactory manner.
5. The term of this agreement shall commence on July 1, 1974 and shall terminate on June 30, 1975 unless sooner terminated by either party upon thirty (30) days' notice to the other. Such notice shall be deemed to have been fully given when deposited in the United States mail, postage prepaid, and addressed to either party, respectively, as follows:

TO THE COUNTY OF YOLO:

B. Otis Cobb, M.D.
Acting Public Health Director
and Director of Mental Health
10 Cottonwood Street
Woodland, California 95695

TO THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA:

Bruce P. Moore
Materiel Management Office
University of California
Davis, California 95616

Micro Fiched

6. No alteration or variation of the terms of this agreement shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ATTEST:

By LAURENCE P. HENIGAN, Clerk
(SEAL)

B. L. H. H. H.
DEPUTY

COUNTY OF YOLO

By *J. E. H. H. H.*
Chairman of the Board of Supervisors

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By *Bruce P. Moore*
Bruce Moore, Materiel Manager, UCD

[Signature]
County Clerk
of Yolo County

RECEIVED

NOV 19 1974 REC'D
LAURENCE P. HENIGAN, C.

By _____ Deputy

AGREEMENT NO. 74- 193

(Program Agent Agreement for CETA, Title II Program)

FILED
OCT-1 1974
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By _____

4 THIS AGREEMENT dated this 16th day of September,
5 1974, by and between the SACRAMENTO-YOLO MANPOWER AGENCY, a joint
6 powers agency, hereinafter referred to as MANPOWER, and the COUNTY
7 OF YOLO, a political subdivision of the State of California,
8 hereinafter called COUNTY,

W I T N E S S E T H:

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11 RECITALS:

- 12 1. MANPOWER is an eligible applicant for and desires to under-
13 take a program under Title II of the Comprehensive Employment
14 and Training Act of 1973 (Act).
- 15 2. MANPOWER desires to establish COUNTY as a Program Agent in
16 order to undertake such a program.
- 17 3. COUNTY desires to serve as a Program Agent of MANPOWER.

18 AGREEMENTS:

- 19 1. In consideration of the covenants of MANPOWER herein, COUNTY
20 promises to carry out the functions delegated to it hereby
21 consistent with the grant application developed by MANPOWER
22 in cooperation with COUNTY and shall be responsible to MAN-
23 POWER for carrying out its program in a manner consistent with
24 the application, and in particular
25 A. If the entire jurisdiction of COUNTY qualifies as an area
26 of substantial unemployment, to the extent feasible, to
27 allocate funds for identifiable subareas which meet the
28 requirements of areas of substantial unemployment in
29 29 CFR § 94.3. Such allocation to subareas shall be based
30 on the ratio of the number of unemployed persons residing
31 in each subarea to the total number of unemployed persons
32 within the COUNTY's jurisdiction.

- 1 B. To assist MANPOWER in adopting an application for Federal
2 assistance and modifications thereto in the manner prescribed
3 by law.
- 4 C. To assist MANPOWER in adopting a comprehensive Title II
5 plan and modifications thereof in the manner prescribed by
6 law.
- 7 D. To request, receive, and administer funds within its
8 jurisdiction. Micro Fiched
- 9 E. To allocate funds and jobs equitably among public agencies
10 within its jurisdiction.
- 11 F. To develop a plan to implement effectively a program of
12 transitional public employment and related training and
13 manpower services.
- 14 G. To develop, to the greatest extent possible, new careers
15 and opportunities for career advancement for participants.
- 16 H. To perform reviews at six-month intervals on the status
17 of each participant to assure that the participant's job
18 has potential for advancement or suitable continued
19 employment.
- 20 I. To administer or supervise all activities under the ap-
21 proved plan, including the establishment of hearing
22 procedures as prescribed by law.
- 23 J. To assure that the program will, to the extent feasible,
24 contribute to the elimination of artificial barriers to
25 employment and occupational advancement within its
26 jurisdiction.
- 27 K. To assure that employing agencies take reasonable measures
28 to provide information about their job openings with the
29 employment service.
- 30 L. To require employing agencies to provide and retain
31 adequate documentation of each applicant's and each
32 participant's eligibility.

- 1 M. To submit to MANPOWER for submitting to the U. S. Depart-
2 ment of Labor in the manner prescribed by law such reports
3 as are required by law of MANPOWER, including but not
4 limited to the Quarterly Progress Report, and the Summary
5 of Client Characteristics Report.
- 6 N. To satisfy grant closeout procedures in the manner
7 prescribed by law. Micro Fiched
- 8 O. To meet the assessment and evaluation responsibilities
9 imposed upon MANPOWER by law, including the following:
- 10 1) Implementing and maintaining the necessary record-
11 keeping necessary for and submitting periodic reports
12 on the performance of the program in relation to the
13 plan as required by law.
- 14 2) Establishing internal program management procedures
15 required by law.
- 16 3) Monitoring all activities to determine whether the
17 assurances and certifications made in its plans and
18 the purposes and provisions of CETA are being met and
19 to identify the problems which may require MANPOWER
20 to take corrective action in order to assure such
21 compliance.
- 22 4) Cooperating with the Secretary of Labor's evaluation
23 and assessments by providing special reports on program
24 activities and operations as requested, the findings
25 of evaluation of effectiveness and impact, and access
26 to records and program operations.
- 27 5) When MANPOWER finds that operations do not equal
28 planned performance, developing and implementing
29 appropriate corrective action.
- 30 2. In consideration for the covenants of COUNTY herein, MANPOWER
31 A. hereby delegates to COUNTY the administering responsibility
32 for developing, funding, overseeing and monitoring programs

1 under Title II of the Act with respect to funds made avail-
2 able to it under the Act.

3 B. Promises on monthly claims submitted to it, to reimburse
4 COUNTY for the cost of administrative services rendered
5 pursuant to this agreement in accordance with the budget
6 attached hereto marked Exhibit "A" and incorporated at
7 length herein.

Micro Fiched

8 C. Promises to pay to COUNTY

- 9 1) The sum of \$20,000 upon request from COUNTY after
10 execution of this agreement;
11 2) On monthly claims submitted by COUNTY to MANPOWER such
12 sums as are required to reimburse COUNTY for amounts
13 paid to subgrantees and expended itself for the
14 programs administered by COUNTY pursuant to this
15 agreement.

16 D. The total of all sums paid to COUNTY under this agreement
17 shall not exceed the amount authorized to be paid for the
18 administration and operation of programs under Title II
19 of the Act by the grant or modification thereof made to
20 MANPOWER by the U. S. Department of Labor.

21 3. A. The term of this agreement shall commence on September 1st,
22 1974, and shall terminate on June 30th, 1975. The term
23 of this agreement shall be renewed automatically for suc-
24 ceeding terms commencing July 1st of each fiscal year and
25 terminating on June 30th next following unless either party
26 shall, on or before the preceding May 31st, give notice of
27 termination to the other. Such notice may be served
28 personally or deposited in the United States mail, postage
29 prepaid, addressed to the Chairman of the governing body
30 of each party.

31 B. Irreconcilable differences between MANPOWER and COUNTY
32 shall be submitted to the Assistant Regional Director -

1 MANPOWER of the U. S. Department of Labor.

2 C. No alterations or variations in the term of this agree-
3 ment shall be valid unless made in writing and signed by
4 the parties hereto and no oral understanding or agreement
5 not incorporated herein and no alterations or variations
6 of the terms hereof unless so made, shall be binding on
7 the parties. Micro Fiched

8 IN WITNESS WHEREOF, the parties hereto have
9 executed this agreement the day and year first above written.

10 SACRAMENTO-YOLO MANPOWER AGENCY,
11 a joint powers agency

12 BY Anne Rudin
13 ANNE RUDIN, Chairperson of the
14 Governing Board

15
16
17
18 COUNTY OF YOLO, a political subdivi-
19 sion of the State of California

20 BY Joe E. Hunsan
21 CHAIRMAN OF THE BOARD OF SUPERVISORS
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Administrative Budget
CETA Title II

PROJECT ADMINISTRATION

Acct # 2421 Auditing and Fiscal Services \$ 2,100.00

TRAVEL

Acct # 2610 Travel and Transportation 725.00

JOB DEVELOPMENT, PLACEMENT, REFERRAL, FOLLOW-UP

Micro Fiched

Acct # 2429 Prof. and Spec - Other 8,270.00

OTHER

Acct # 2460 Publications and Legal Notices 630.00

TOTAL:	11,725.00
Original CETA Admin Budget Est	<u>12,264.00</u>
Diff:	539.00*

*Represents amount to be reclassified as a wage/benefit expenditure to offset under est. in budget wage/benefit classifications due to unanticipated results of FY 73-74 salary negotiations.

FILED

SEP 16 1974

AGREEMENT NO. 74-194 LAURENCE P. McINIGAN, Clerk

By *Barbara Rodgers*
Deputy

THIS AGREEMENT made and entered into this 16th day of
September, 1974, by and between the COUNTY OF YOLO, a politi-
cal subdivision of the State of California, hereinafter referred
to as PROGRAM AGENT, and the City of Woodland

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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1. SUBGRANT. This agreement sets forth the terms and conditions
of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
grant agreement consists of the following:
 - A. This agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit
"A" herein.
 - D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
herein.
 - E. General and Special Assurances attached hereto as Exhibit
"C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper
as determined by PROGRAM AGENT perform the services described
in the application and program narrative in accordance with
the time schedule, budget, and number of persons to be served
set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
able and necessary costs incurred in the performance of this
contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the
subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.
- 28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

1 of this Agreement.

2 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
3 this Agreement shall be governed by the provisions of Attach-
4 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
5 subject to the obligations of grantee set forth therein, and
6 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
7 have all the rights of grantee agency set forth therein.
8 Generally it is expected that grant property will be retained
9 and used throughout its useful life in the grant program for
10 which it was acquired or if that program is terminated, or if
11 the property is no longer needed in the program, in any other
12 similar program of SUBGRANTEE, or PROGRAM AGENT.

13 5. TERMINATION.

Micro Fiched

14 A. For Cause. If through any cause SUBGRANTEE shall fail to
15 fulfill in timely and proper manner its obligations under
16 this Agreement or if SUBGRANTEE shall violate any of the
17 covenants or stipulations of this Agreement, or if the
18 grant from the U. S. Department of Labor under which this
19 Agreement is made is terminated by the said JOINT POWERS
20 AGENCY, PROGRAM AGENT shall thereupon have the right to
21 terminate this Agreement by giving written notice to SUB-
22 GRANTEE of such termination and specifying the effective
23 date thereof. If SUBGRANTEE is unable or unwilling to
24 comply with such additional conditions as may be lawfully
25 applied by the U. S. Department of Labor to the grant under
26 which this agreement is made, SUBGRANTEE shall terminate
27 this Agreement by giving written notice to PROGRAM AGENT
28 signifying the effective date thereof. In the event of
29 termination, all property and finished or unfinished docu-
30 ments, data, studies and reports purchased or prepared by
31 SUBGRANTEE under this Agreement shall, at the option of
32 PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined.

Micro Fiched

11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee. Micro Fiched

12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed. Micro Fiched

9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement. Micro Fiched

- 9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.
- 16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.
- 26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising
3 or levied by reason of the employment of such persons
4 employed by it. PROGRAM AGENT shall not be liable for any
5 workmen's compensation or other benefits accruing under
6 any Federal or State law or acts to any persons employed
7 by the said SUBGRANTEE under this Agreement, but such
8 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

Micro Fiched

- 10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.
- 15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.
- 20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed
6 this agreement as of the day and year hereinabove set forth.

7 PROGRAM AGENT:

8 COUNTY OF YOLO, a political subdivi-
9 sion of the State of California

10 BY W. E. Duncan

11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12
13 ATTEST:

Micro Fiched

14 LAURENCE P. HENIGAN, CLERK

15 BY Balena A. Rodenas

16 DEPUTY

17 (SEAL)

18
19
20
21 SUBGRANTEE:

22 CITY OF WOODLAND

23
24 BY W. A. Peterson

25 City Manager

15

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-AGENT SIGNATURE SHEET

Sub-Agent Name City of Woodland

Address 300 First Street

City Woodland, California 95695

Phone 662-5416

Program Director S. A. Bukhari, Director of Finance

1. Amount of funds allocated per this sub-grant:

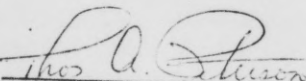
\$15,066.00

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2. Grant period from September 1, 1974 to August 31, 1975

CITY OF WOODLAND
(Legal Name of Applicant)

300 First Street
(Address)


(Signature of Authorized Officer)

Woodland, California 95695

Thomas A. Peterson, City Manager

(Typed Name & Title of
Authorized Officer)

September 12, 1974
(Date of Application)

SY-52

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITIAL II OF CETA

COUNTY

<u>Department</u>	<u>Classification</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Recorder	Recorder Clerk	\$ 6,480 (1 posi.)	\$ 6,480 (1 posi.)
County Counsel	Clerk Typist I/II	6,216 (1 posi.)	6,216 (1 posi.)
District Attorney	Clerk Typist II	6,216 (1 posi.)	6,216 (1 posi.)
Health	Sanitation Aide	7,332 (1 posi.)	7,332 (1 posi.)
	General Clerk II	6,012 (1 posi.)	6,012 (1 posi.)
	Health Aide Worker	15,792 (2 posi.)	-0-
	Account Clerk I	6,642 (1 posi.)	-0-
Washington Jus. Court	Clerk Typist II	6,642 (1 posi.)	6,216 (1 posi.)
Probation	Probation Officer I	9,360 (1 posi.)	9,360 (1 posi.)
Sheriff	Communications Operator	25,020 (3 posi.)	16,680 (2 posi.)
Board of Supervisors - Clerk	Clerk Typist II	6,216 (1 posi.)	6,216 (1 posi.)
Superior Court	Clerk Typist II	6,216 (1 posi.)	6,216 (1 posi.)
Buildings & Grounds	Building Craftsman Trainee	8,472 (1 posi.)	-0-
Public Works	Road Maintenance Man I	29,323 (4 posi.)	-0-
Veterans Service	Departmental Secretary	7,686 (1 posi.)	7,686 (1 posi.)
MOVE (Schools)	Coordinator (E.Y.)	7,332 (1 posi.)	7,332 (1 posi.)
		\$161,076 (21 posi.)	\$ 85,746 (12 posi.)
	Benefits @ approx. 20.5%	33,020	17,578
		\$194,096	\$103,324

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITL II OF CETA

UNIVERSITY OF CALIFORNIA: DAVIS

<u>Classification</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Assistant Employee Rel.	\$19,536(2 posi.)	\$19,536 (2 posi.)
Senior Typists	33,560(5 posi.)	13,424 (2 posi.)
Animal Caretakers	13,824(2 posi.)	13,824 (2 posi.)
Lab Helper I	11,904(2 posi.)	5,952 (1 posi.)
Library Assistant I	13,824(2 posi.)	-0-
Lab Assistant I	<u>13,824(2 posi.)</u>	<u>13,824 (2 posi.)</u>
	\$106,472(15 posi.)	\$66,560 (9 posi.)
Step increases	2,340	1,266
Benefits @ 13.5%	<u>14,690</u>	<u>9,156</u>
	\$123,502	\$76,982

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITLE II OF CETA

CITY OF DAVIS

<u>Classification</u>	Micro Filled	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Custodian		\$ 6,256.00 (1 posi.)	\$ 6,256.00 (1 posi.)
Bicycle Aide		<u>5,672.00 (1 posi.)</u>	<u>5,672.00 (1 posi.)</u>
		\$ 11,928.00 (2 posi.)	\$ 11,928.00 (2 posi.)
Benefits Per PBS Rd out		<u>2,390.00</u>	<u>2,390.00</u>
		14,318.00	14,318.00

CITY OF WINTERS

Maintenance Man	\$ 16,188.00 (2 posi.)	\$ 16,188.00 (2 posi.)
Typist Clerk	<u>7,620.00 (1 posi.)</u>	<u>7,620.00 (1 posi.)</u>
	\$ 23,808.00 (3 posi.)	\$ 23,808.00 (3 posi.)
Benefits @ 22%	<u>5,239.00</u>	<u>5,239.00</u>
	29,046.00	29,046.00

CITY OF WOODLAND

Typist Clerk II	\$ 12,768.00 (2 posi.)	\$ 12,768.00 (2 posi.)
Benefits at 16%	<u>2,298.00</u>	<u>2,298.00</u>
	\$ 15,066.00	15,066.00

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development. Micro Fiched
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full. Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

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E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment. Micro Filled

Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

<u>Classification</u>	<u>Per Cent Turnover-1971</u>
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment and Development. Micro Fiched

EXHIBIT A

To: PEP Participants

From: Manpower Officer

County Executive Office

Room 202, Courthouse, Woodland

Micro Fiched

Congratulations on becoming a PEP participant in the agency in which you are employed. In your capacity there are certain elements of the CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

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Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

To: TITLE II SUB AGENTS
From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Immediate Supervisors of Public Employment Program
(PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. Micro Etched PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Micro Fiched Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
- b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
- b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

- c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- f. The program under the Act does not involve political activities.
- g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
- i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

Micro Fiched

- for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))
 - k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))
 - m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))
 - n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))
- v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Assurances and Certifications

be lower than whichever is the highest of
(a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer.
(Sec. 208(a)(2))

- w. It will comply with the labor standards requirements set out in section 606 of the Act.
 - x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
 - y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))
4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))
2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))
4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))
5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205(c)(7))
6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205(c)(8))
7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

Assurances and Certifications

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c) (17))
9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c) (18))
10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c) (19))
11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c) (20))
12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c) (21))

Assurances and Certifications

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c) (22))
14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c) (23))
15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c) (24))
16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED

001-91974

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 74-195

By *Balmain Rogers*
Deputy

THIS AGREEMENT made and entered into this 16th day of
September, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Davis

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

- A. This agreement. Micro Fiched
- B. Signature sheet.
- C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
- D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
- E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

- A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.
- 28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

1 of this Agreement.

- 2 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
3 this Agreement shall be governed by the provisions of Attach-
4 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
5 subject to the obligations of grantee set forth therein, and
6 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
7 have all the rights of grantee agency set forth therein.
8 Generally it is expected that grant property will be retained
9 and used throughout its useful life in the grant program for
10 which it was acquired or if that program is terminated, or if
11 the property is no longer needed in the program, in any other
12 similar program of SUBGRANTEE, or PROGRAM AGENT.

13 5. TERMINATION. Micro Fiched

- 14 A. For Cause. If through any cause SUBGRANTEE shall fail to
15 fulfill in timely and proper manner its obligations under
16 this Agreement or if SUBGRANTEE shall violate any of the
17 covenants or stipulations of this Agreement, or if the
18 grant from the U. S. Department of Labor under which this
19 Agreement is made is terminated by the said JOINT POWERS
20 AGENCY, PROGRAM AGENT shall thereupon have the right to
21 terminate this Agreement by giving written notice to SUB-
22 GRANTEE of such termination and specifying the effective
23 date thereof. If SUBGRANTEE is unable or unwilling to
24 comply with such additional conditions as may be lawfully
25 applied by the U. S. Department of Labor to the grant under
26 which this agreement is made, SUBGRANTEE shall terminate
27 this Agreement by giving written notice to PROGRAM AGENT
28 signifying the effective date thereof. In the event of
29 termination, all property and finished or unfinished docu-
30 ments, data, studies and reports purchased or prepared by
31 SUBGRANTEE under this Agreement shall, at the option of
32 PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined. Micro Fiched

11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee. Micro Fiched

12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed.

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9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement.

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9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.

16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.

26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising
3 or levied by reason of the employment of such persons
4 employed by it. PROGRAM AGENT shall not be liable for any
5 workmen's compensation or other benefits accruing under
6 any Federal or State law or acts to any persons employed
7 by the said SUBGRANTEE under this Agreement, but such
8 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

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- 10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.
- 15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.
- 20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed
6 this agreement as of the day and year hereinabove set forth.

7 PROGRAM AGENT:

8 COUNTY OF YOLO, a political subdi-
9 vision of the State of California

10 BY *Wm E. Henigan*

11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12
13 ATTEST:

Micro Fiched

14 LAURENCE P. HENIGAN, CLERK

15 BY *Balmain Reddick*
16 DEPUTY

17 (SEAL)
18
19
20

21 SUBGRANTEE:

22 City of Davis

23 BY *Original signed Howard Reese*
24 CITY MANAGER

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-AGENT SIGNATURE SHEET

Sub-Agent Name City of Davis
Address 226 F Street
City Davis, CA 95616 Phone (916) 756-3740
Program Director Robert A. Traverso, Assistant City Manager

1. Amount of funds allocated per this sub-grant:

\$14,318.00

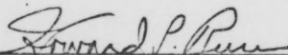
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2. Grant Period from September 1, 1974 to August 31, 1975.

3. The signatures on this Signature Sheet constitute the authorized signatures of execution for the contract attached, and take the place of signatures of execution for the sub-grantee at the signature bloc reserved for sub-grantee in the contract document.

CITY OF DAVIS
(Legal Name of Applicant)

226 F Street, Davis CA
(Address)


(Signature of Authorized Officer)

Howard L. Reese, City Manager
(Typed Name & Title of
Authorized Officer)

September 11, 1974
(Date of Application)

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development. Micro Fiches
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be Micro Fiched charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full. Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Micro Etched Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

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E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees, working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

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Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

<u>Classification</u>	<u>Per Cent Turnover</u> Micro Fiched 1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if Micro Filled positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment Development.

EXHIBIT A

To: PEP Participants
From: Manpower Officer
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a PEP participant in the agency in which you are employed. In your capacity there are certain elements of the CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be Micro Fiched happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

To: TITLE II SUB AGENTS
From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant. Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Immediate Supervisors of Public Employment Program
(PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows: Micro Fiched

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take. Micro Fiched

2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.
3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

Micro Fiched

- be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
- c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 - f. The program under the Act does not involve political activities.
 - g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
 - h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
 - i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))
- k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))
- m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))
- v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Assurances and Certifications

be lower than whichever is the highest of
(a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer.
(Sec. 208(a)(2))

- w. It will comply with the labor standards requirements set out in section 606 of the Act.
 - x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
 - y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))
4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))
2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))
4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))
5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205(c)(7))
6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205(c)(8))
7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

Assurances and Certifications

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))
9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))
10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))
11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))
12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

Assurances and Certifications

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))
14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))
15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))
16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITLE II OF CETA

COUNTY

<u>Department</u>	<u>Classification</u>	<u>Macro Filled</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Recorder	Recorder Clerk		\$ 6,480 (1 posi.)	\$ 6,480 (1 posi.)
County Counsel	Clerk Typist I/II		6,216 (1 posi.)	6,216 (1 posi.)
District Attorney	Clerk Typist II		6,216 (1 posi.)	6,216 (1 posi.)
Health	Sanitation Aide		7,332 (1 posi.)	7,332 (1 posi.)
	General Clerk II		6,012 (1 posi.)	6,012 (1 posi.)
	Health Aide Worker		15,792 (2 posi.)	-0-
	Account Clerk I		6,642 (1 posi.)	-0-
Washington Jus. Court	Clerk Typist II		6,642 (1 posi.)	6,216 (1 posi.)
Probation	Probation Officer I		9,360 (1 posi.)	9,360 (1 posi.)
Sheriff	Communications Operator		25,020 (3 posi.)	16,680 (2 posi.)
Board of Supervisors - Clerk	Clerk Typist II		6,216 (1 posi.)	6,216 (1 posi.)
Superior Court				
Buildings & Grounds	Building Craftsman Trainee		8,472 (1 posi.)	-0-
Public Works	Road Maintenance Man I		29,328 (4 posi.)	-0-
Veterans Service	Departmental Secretary		7,686 (1 posi.)	7,686 (1 posi.)
MOVE (Schools)	Coordinator (E.Y.)		<u>7,332</u> (1 posi.)	<u>7,332</u> (1 posi.)
			\$161,076 (21 posi.)	\$ 85,746 (12 posi.)
			<u>33,120</u>	<u>17,578</u>
			\$194,196	\$103,324

Benefits @ approx. 20.5%

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITAL II OF CETA

UNIVERSITY OF CALIFORNIA: DAVIS

<u>Classification</u>	Micro Filled	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Assistant Employee Rel.		\$19,536(2 posi.)	\$19,536 (2 posi.)
Senior Typists		33,560(5 posi.)	13,424 (2 posi.)
Animal Caretakers		13,824(2 posi.)	13,824 (2 posi.)
Lab Helper I		11,904(2 posi.)	5,952 (1 posi.)
Library Assistant I		13,824(2 posi.)	-0-
Lab Assistant I		<u>13,824(2 posi.)</u>	<u>13,824 (2 posi.)</u>
		\$106,472(15 posi.)	\$66,560 (9 posi.)
Step increases		2,340	1,266
Benefits @ 13.5%		<u>14,690</u>	<u>9,156</u>
		\$123,502	\$76,982

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITLE II OF CETA

CITY OF DAVIS

Micro Filled

<u>Classification</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Custodian	\$ 6,256.00 (1 posi.)	\$ 6,256.00 (1 posi.)
Bicycle Aide	<u>5,672.00 (1 posi.)</u>	<u>5,672.00 (1 posi.)</u>
	\$ 11,928.00 (2 posi.)	\$ 11,928.00 (2 posi.)
Benefits Per PBS Rd out	<u>2,390.00</u>	<u>2,390.00</u>
	14,318.00	14,318.00

CITY OF WINTERS

Maintenance Man	\$ 16,188.00 (2 posi.)	\$ 16,188.00 (2 posi.)
Typist Clerk	<u>7,620.00 (1 posi.)</u>	<u>7,620.00 (1 posi.)</u>
	\$ 23,808.00 (3 posi.)	\$ 23,808.00 (3 posi.)
Benefits @ 22%	<u>5,238.00</u>	<u>5,238.00</u>
	29,046.00	29,046.00

CITY OF WOODLAND

Typist Clerk II	\$ 12,768.00 (2 posi.)	\$ 12,768.00 (2 posi.)
Benefits at 18%	<u>2,298.00</u>	<u>2,298.00</u>
	\$ 15,066.00	15,066.00

FILED

SEP 16 1974

AGREEMENT NO. 74- 196

LAURENCE P. HODGINS, Clerk
By BARBARA A. RODGERS
Deputy

THIS AGREEMENT made and entered into this 16th day of
September, 1974, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter referred
to as PROGRAM AGENT, and the City of Winters

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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1. SUBGRANT. This agreement sets forth the terms and conditions
of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
grant agreement consists of the following:
 - A. This agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit
"A" herein.
 - D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
herein.
 - E. General and Special Assurances attached hereto as Exhibit
"C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper
as determined by PROGRAM AGENT perform the services described
in the application and program narrative in accordance with
the time schedule, budget, and number of persons to be served
set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
able and necessary costs incurred in the performance of this
contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the
subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.
- 28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

1 of this Agreement.

2 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
3 this Agreement shall be governed by the provisions of Attach-
4 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
5 subject to the obligations of grantee set forth therein, and
6 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
7 have all the rights of grantee agency set forth therein.
8 Generally it is expected that grant property will be retained
9 and used throughout its useful life in the grant program for
10 which it was acquired or if that program is terminated, or if
11 the property is no longer needed in the program, in any other
12 similar program of SUBGRANTEE, or PROGRAM AGENT.

13 5. TERMINATION.

Micro Fiched

14 A. For Cause. If through any cause SUBGRANTEE shall fail to
15 fulfill in timely and proper manner its obligations under
16 this Agreement or if SUBGRANTEE shall violate any of the
17 covenants or stipulations of this Agreement, or if the
18 grant from the U. S. Department of Labor under which this
19 Agreement is made is terminated by the said JOINT POWERS
20 AGENCY, PROGRAM AGENT shall thereupon have the right to
21 terminate this Agreement by giving written notice to SUB-
22 GRANTEE of such termination and specifying the effective
23 date thereof. If SUBGRANTEE is unable or unwilling to
24 comply with such additional conditions as may be lawfully
25 applied by the U. S. Department of Labor to the grant under
26 which this agreement is made, SUBGRANTEE shall terminate
27 this Agreement by giving written notice to PROGRAM AGENT
28 signifying the effective date thereof. In the event of
29 termination, all property and finished or unfinished docu-
30 ments, data, studies and reports purchased or prepared by
31 SUBGRANTEE under this Agreement shall, at the option of
32 PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined.

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11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee. *Micro Elched*

12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed.

Micro Elched

9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement. Micro Fiched

- 9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.
- 16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.
- 26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising
3 or levied by reason of the employment of such persons
4 employed by it. PROGRAM AGENT shall not be liable for any
5 workmen's compensation or other benefits accruing under
6 any Federal or State law or acts to any persons employed
7 by the said SUBGRANTEE under this Agreement, but such
8 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

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- 10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.
- 15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.
- 20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed
6 this agreement as of the day and year hereinabove set forth.

7 PROGRAM AGENT:

8 COUNTY OF YOLO, a political subdivi-
9 sion of the State of California

10 BY

W. E. Henigan
11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12
13 ATTEST:

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14 LAURENCE P. HENIGAN, CLERK

15 BY Barbara A. Rodgers
16 DEPUTY

17 (SEAL)

18
19
20
21 SUBGRANTEE:

22 City of Winters

23 BY e/s (See original)
24 City Manager

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-AGENT SIGNATURE SHEET

Sub-Agent Name

City of Winters

Address

City

Phone

Program Director

1. Amount of funds allocated per this sub-grant:

\$29,046.00 .

2. Grant period from September 1, 1974 to August 31, 1975.

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(Legal Name of Applicant)

(Address)

(Signature of Authorized Officer)

(Typed Name & Title of
Authorized Officer)

(Date of Application)

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office. Micro Fiches
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be Micro Fiched charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full. Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. Micro Fiched These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment. Micro Fiched

Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions. Micro Fiched

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

<u>Classification</u>	<u>Per Cent Turnover-1971</u>
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an *Micro Eched* opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment and Development.

EXHIBIT A

To: PEP Participants
From: Manpower Officer
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a PEP participant in the agency in which you are employed. In your capacity there are certain elements of the CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

To: TITLE II SUB AGENTS
From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Immediate Supervisors of Public Employment Program
(PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll. Micro Fiched

In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, of the General Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school *Micro Fiches* education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.
3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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- be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
- c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 - f. The program under the Act does not involve political activities.
 - g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
 - h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
 - i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

- for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))
 - k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))
 - m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))
 - n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))
- v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of
(a) the minimum wage which would be
applicable to the employee under the Fair
Labor Standards Act of 1938, if
section 6(a)(1) of such title applies to the
participant and if he were not exempt under
section 13 thereof, (b) the State or local
minimum wage for the most nearly comparable
covered employment, or (c) the prevailing
rates of pay for persons employed in similar
public occupations by the same employer.
(Sec. 208(a)(2))

- w. It will comply with the labor standards requirements set out in section 606 of the Act.
 - x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
 - y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))
4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))
2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))
4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))
5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205(c)(7))
6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205(c)(8))
7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

Assurances and Certifications

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))
9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))
10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))
11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))
12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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Assurances and Certifications

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))
14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))
15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))
16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED

SEP 18 1974

LAURENCE P. HENIGAN, Clerk

BARBARA A. RODGERS

Deputy

AGREEMENT NO. 74- 197

THIS AGREEMENT made and entered into this 16th day of September, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo County Superintendent of Schools

hereinafter referred to as SUBGRANTEE,

WITNESSETH:

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.
- 28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

1 of this Agreement.

2 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
3 this Agreement shall be governed by the provisions of Attach-
4 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
5 subject to the obligations of grantee set forth therein, and
6 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
7 have all the rights of grantee agency set forth therein.
8 Generally it is expected that grant property will be retained
9 and used throughout its useful life in the grant program for
10 which it was acquired or if that program is terminated, or if
11 the property is no longer needed in the program, in any other
12 similar program of SUBGRANTEE, or PROGRAM AGENT.

13 5. TERMINATION.

Micro Fiched

14 A. For Cause. If through any cause SUBGRANTEE shall fail to
15 fulfill in timely and proper manner its obligations under
16 this Agreement or if SUBGRANTEE shall violate any of the
17 covenants or stipulations of this Agreement, or if the
18 grant from the U. S. Department of Labor under which this
19 Agreement is made is terminated by the said JOINT POWERS
20 AGENCY, PROGRAM AGENT shall thereupon have the right to
21 terminate this Agreement by giving written notice to SUB-
22 GRANTEE of such termination and specifying the effective
23 date thereof. If SUBGRANTEE is unable or unwilling to
24 comply with such additional conditions as may be lawfully
25 applied by the U. S. Department of Labor to the grant under
26 which this agreement is made, SUBGRANTEE shall terminate
27 this Agreement by giving written notice to PROGRAM AGENT
28 signifying the effective date thereof. In the event of
29 termination, all property and finished or unfinished docu-
30 ments, data, studies and reports purchased or prepared by
31 SUBGRANTEE under this Agreement shall, at the option of
32 PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined. Micro Fiched

11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee. Micro Fiched

12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed. Micro Fiched

9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement. Micro Fiched

9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.

16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.

26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising
3 or levied by reason of the employment of such persons
4 employed by it. PROGRAM AGENT shall not be liable for any
5 workmen's compensation or other benefits accruing under
6 any Federal or State law or acts to any persons employed
7 by the said SUBGRANTEE under this Agreement, but such
8 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

Micro Fiched

- 10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.
- 15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.
- 20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed
6 this agreement as of the day and year hereinabove set forth.

7 PROGRAM AGENT:

8 COUNTY OF YOLO, a political subdi-
9 vision of the State of California

10 BY Wm E Duncan
11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12 Micro Fiched

13 ATTEST:

14 LAURENCE P. HENIGAN, CLERK

15 BY Barbara Rodgers
16 DEPUTY

17 (SEAL)
18
19
20

21 SUBGRANTEE:

22 Yolo County Office of Education
23 500 First St., Woodland, CA

24 Forrest L Honnold

25 Forrest L. Honnold
26 Administrative Assistant
27
28
29
30
31
32

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-AGENT SIGNATURE SHEET

Sub-Agent Name County Superintendent of Schools

Address 500 First Street

City Woodland, California 95695 Phone 666-8424

Program Director Forrest L. Honnold

1. Amount of funds allocated per this sub-grant:
\$8,835.00.
2. Grant period from September 1, 1974 to August 31, 1975.

Micro Fiched

Yolo County Office of Education ;
(Legal Name of Applicant)

500 First St., Woodland
(Address)

Forrest L Honnold
(Signature of Authorized Officer)

Spt 13 1974

Forrest L. Honnold
Administrative Assistant
(Typed Name & Title of
Authorized Officer)

September 13, 1974
(Date of Application)

TEMPORARY POSITIONS BEING CONSIDERED FOR HIRE UNDER TITLE II OF CETA

COUNTY

<u>Department</u>	<u>Classification</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Recorder	Recorder Clerk	\$ 6,480 (1 posi.)	\$ 6,480 (1 posi.)
County Counsel	Clerk Typist I/II	6,216 (1 posi.)	6,216 (1 posi.)
District Attorney	Clerk Typist II	6,216 (1 posi.)	6,216 (1 posi.)
Health	Sanitation Aide	7,332 (1 posi.)	7,332 (1 posi.)
	General Clerk II	6,012 (1 posi.)	6,012 (1 posi.)
	Health Aide Worker	15,792 (2 posi.)	-0-
	Account Clerk I	6,642 (1 posi.)	-0-
Washington Jus. Court	Clerk Typist II	6,642 (1 posi.)	6,216 (1 posi.)
Probation	Probation Officer I	9,360 (1 posi.)	9,360 (1 posi.)
Sheriff	Communications Operator	25,070 (3 posi.)	16,680 (2 posi.)
Ad of Supervisors - Clerk	Clerk Typist II	6,216 (1 posi.)	6,216 (1 posi.)
Superior Court			
Buildings & Grounds	Building Craftsman Trainee	8,472 (1 posi.)	-0-
Public Works	Road Maintenance Man I	29,328 (4 posi.)	-0-
Veterans Service	Departmental Secretary	7,686 (1 posi.)	7,686 (1 posi.)
MOVE (Schools)	Coordinator (E.Y.)	<u>7,332</u> (1 posi.)	<u>7,332</u> (1 posi.)
		\$161,076 (21 posi.)	\$ 85,746 (12 posi.)
Benefits @ approx. 20.5%		<u>33,020</u>	<u>17,578</u>
		\$194,096	\$103,324

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TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITAL II OF CETA

UNIVERSITY OF CALIFORNIA: DAVIS

<u>Classification</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Assistant Employee Rel.	\$19,536(2 posi.)	\$19,536 (2 posi.)
Senior Typists	33,560(5 posi.)	13,424 (2 posi.)
Animal Caretakers	13,824(2 posi.)	13,824 (2 posi.)
Lab Helper I	11,904(2 posi.)	5,952 (1 posi.)
Library Assistant I	13,824(2 posi.)	-0-
Lab Assistant I	<u>13,824(2 posi.)</u>	<u>13,824 (2 posi.)</u>
	\$106,472(15 posi.)	\$66,560 (9 posi.)
Step increases	2,340	1,266
Benefits @ 13.5%	<u>14,690</u>	<u>9,156</u>
	\$123,502	\$76,982

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITLE II OF CETA

CITY OF DAVIS

<u>Classification</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Custodian	\$ 6,256.00 (1 posi.)	\$ 6,256.00 (1 posi.)
Bicycle Aide	<u>5,672.00 (1 posi.)</u>	<u>5,672.00 (1 posi.)</u>
	\$ 11,928.00 (2 posi.)	\$ 11,928.00 (2 posi.)
Benefits Per PBS Rd out	<u>2,390.00</u>	<u>2,390.00</u>
	14,318.00	14,318.00

CITY OF WJNTERS

Maintenance Man	\$ 16,188.00 (2 posi.)	\$ 16,188.00 (2 posi.)
Typist Clerk	<u>7,620.00 (1 posi.)</u>	<u>7,620.00 (1 posi.)</u>
	\$ 23,808.00 (3 posi.)	\$ 23,808.00 (3 posi.)
Benefits @ 22%	<u>5,239.00</u>	<u>5,239.00</u>
	29,046.00	29,046.00

CITY OF WOODLAND

Typist Clerk II	\$ 12,768.00 (2 posi.)	\$ 12,768.00 (2 posi.)
Benefits at 18%	<u>2,298.00</u>	<u>2,298.00</u>
	\$ 15,066.00	15,066.00

Micro Fiched

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

Micro Fiched

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full. Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the ^{Micro Etched} Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Micro Fiched

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

Micro Fiched

E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

Micro Fiched

Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

Micro Fiched

<u>Classification</u>	<u>Per Cent Turnover-1971</u>
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if **Micro Fiched** positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment and Development.

EXHIBIT A

To: PEP Participants
From: Manpower Officer
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a PEP participant in the agency in which you are employed. In your capacity there are certain elements of the CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff you will be given orientation, individually or in a class, to explain your rights and responsibilities. Micro Fiched

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated. Micro Fiched

If I may be of further assistance, please do not hesitate to call me.

To: TITLE II SUB AGENTS
From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the *Micro Eched* participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Immediate Supervisors of Public Employment Program
(PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.
3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant: a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

- be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
- c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 - f. The program under the Act does not involve political activities.
 - g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
 - h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
 - i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))
- k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))
- m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))
- v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Assurances and Certifications

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

- w. It will comply with the labor standards requirements set out in section 606 of the Act.
 - x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
 - y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))
4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))
2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (iii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))
4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))
5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205(c)(7))
6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205(c)(8))
7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c) (17))
9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c) (18))
10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c) (19))
11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c) (20))
12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c) (21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c) (22))
14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c) (23))
15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c) (24))
16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED

OCT-9 1974

LAURENCE R. HENIGAN, Clerk
By *Barbara Rogers*

THIS AGREEMENT made and entered into this 16th day of September, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Regents, University of California at Davis

hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and Micro Fiched
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.
- 28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

1 of this Agreement.

2 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
3 this Agreement shall be governed by the provisions of Attach-
4 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
5 subject to the obligations of grantee set forth therein, and
6 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
7 have all the rights of grantee agency set forth therein.
8 Generally it is expected that grant property will be retained
9 and used throughout its useful life in the grant program for
10 which it was acquired or if that program is terminated, or if
11 the property is no longer needed in the program, in any other
12 similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

13 5. TERMINATION.

14 A. For Cause. If through any cause SUBGRANTEE shall fail to
15 fulfill in timely and proper manner its obligations under
16 this Agreement or if SUBGRANTEE shall violate any of the
17 covenants or stipulations of this Agreement, or if the
18 grant from the U. S. Department of Labor under which this
19 Agreement is made is terminated by the said JOINT POWERS
20 AGENCY, PROGRAM AGENT shall thereupon have the right to
21 terminate this Agreement by giving written notice to SUB-
22 GRANTEE of such termination and specifying the effective
23 date thereof. If SUBGRANTEE is unable or unwilling to
24 comply with such additional conditions as may be lawfully
25 applied by the U. S. Department of Labor to the grant under
26 which this agreement is made, SUBGRANTEE shall terminate
27 this Agreement by giving written notice to PROGRAM AGENT
28 signifying the effective date thereof. In the event of
29 termination, all property and finished or unfinished docu-
30 ments, data, studies and reports purchased or prepared by
31 SUBGRANTEE under this Agreement shall, at the option of
32 PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined.

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11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee. Micro Fiched

12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed. Micro Picheg

9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement. **Micro Fiched**

- 9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.
- 16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.
- 26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising
3 or levied by reason of the employment of such persons
4 employed by it. PROGRAM AGENT shall not be liable for any
5 workmen's compensation or other benefits accruing under
6 any Federal or State law or acts to any persons employed
7 by the said SUBGRANTEE under this Agreement, but such
8 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

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- 10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.
- 15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.
- 20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed
6 this agreement as of the day and year hereinabove set forth.

7 PROGRAM AGENT: Micro Fiched

8 COUNTY OF YOLO, a political subdi-
9 vision of the State of California

10 BY Wm E. Hansen

11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12
13 ATTEST:

14 LAURENCE P. HENIGAN, CLERK

15 BY Barbara A. Rogers

16 DEPUTY

17 (SEAL)

18
19
20
21 SUBGRANTEE:

22 The Regents of the University of
23 California

24 Allen J. Miller

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-AGENT SIGNATURE SHEET

Sub-Agent Name University of California, Davis

Address

City Davis, California

Phone 752-6660

Program Director Mr. L. Hoover

1. Amount of funds allocated per this sub-grant:

\$76,982.00

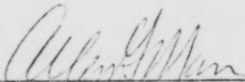
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2. Grant period from September 1, 1974 to August 31, 1975.

3. The signatures on this Signature Sheet constitute the authorized signatures of execution for the contract attached, and take the place of signatures of execution for the sub-grantee at the signature bloc reserved for the sub-grantee in the contract document.

The Regents of the University of California
(Legal Name of Applicant)

University of California, Davis
Davis, California, 95616
(Address)


(Signature of Authorized Officer)

Allen G. Marr, Dean
Research Development

(Typed Name & Title of
Authorized Officer)

(Date of Application)

TEMPERATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITAL II OF CETA

COUNTY

<u>Department</u>	<u>Classification</u>	<u>Requested Salaries</u>	<u>Recommended Salaries</u>
Recorder	Recorder Clerk	\$ 6,480 (1 posi.)	\$ 6,480 (1 posi.)
County Counsel	Clerk Typist I/II	6,216 (1 posi.)	6,216 (1 posi.)
District Attorney	Clerk Typist II	6,216 (1 posi.)	6,216 (1 posi.)
Health	Sanitation Aide	7,332 (1 posi.)	7,332 (1 posi.)
	General Clerk II	6,012 (1 posi.)	6,012 (1 posi.)
	Health Aide Worker	15,792 (2 posi.)	-0-
	Account Clerk I	6,642 (1 posi.)	-0-
Washington Jus. Court	Clerk Typist II	6,642 (1 posi.)	6,216 (1 posi.)
Probation	Probation Officer I	9,360 (1 posi.)	9,360 (1 posi.)
Sheriff	Communications Operator	25,020 (3 posi.)	16,680 (2 posi.)
Ad of Supervisors - Clerk	Clerk		
Superior Court	Clerk Typist II	6,216 (1 posi.)	6,216 (1 posi.)
Buildings & Grounds	Building Craftsman Trainee	8,472 (1 posi.)	-0-
Public Works	Road Maintenance Man I	29,328 (4 posi.)	-0-
Veterans Service	Departmental Secretary	7,686 (1 posi.)	7,686 (1 posi.)
MOVE (Schools)	Coordinator (E.Y.)	<u>7,332</u> (1 posi.)	<u>7,332</u> (1 posi.)
		\$161,076 (21 posi.)	\$ 85,746 (12 posi.)
	Benefits @ approx. 20.5%	<u>33,022</u>	<u>17,578</u>
		\$194,098	\$103,324

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITAL II OF CETA

UNIVERSITY OF CALIFORNIA: DAVIS

<u>Classification</u>	<u>Requested Salaries</u>	Micro Fiched	<u>Recommended Salaries</u>
Assistant Employee Rel.	\$19,536(2 posi.)		\$19,536 (2 posi.)
Senior Typists	33,560(5 posi.)		13,424 (2 posi.)
Animal Caretakers	13,824(2 posi.)		13,824 (2 posi.)
Lab Helper I	11,904(2 posi.)		5,952 (1 posi.)
Librery Assistant I	13,824(2 posi.)		-0-
Lab Assistant I	<u>13,824(2 posi.)</u>		<u>13,824 (2 posi.)</u>
	\$106,472(15 posi.)		\$66,560 (9 posi.)
Step increases	2,340		1,266
Benefits @ 13.5%	<u>14,690</u>		<u>9,156</u>
	\$123,502		\$76,982

TENTATIVE POSITIONS BEING CONSIDERED FOR HIRE UNDER TITLE II OF GETA

CITY OF DAVIS

<u>Classification</u>	<u>Requested Salaries</u>	<u>Micro Filled</u>	<u>Recommended Salaries</u>
Custodian	\$ 6,256.00 (1 posi.)		\$ 6,256.00 (1 posi.)
Bicycle Aide	<u>5,672.00 (1 posi.)</u>		<u>5,672.00 (1 posi.)</u>
	\$ 11,928.00 (2 posi.)		\$ 11,928.00 (2 posi.)
Benefits Per PBS Rd out	<u>2,390.00</u>		<u>2,390.00</u>
	14,318.00		14,318.00

CITY OF WINTERS

Maintenance Man	\$ 16,188.00 (2 posi.)	\$ 16,188.00 (2 posi.)
Typist Clerk	<u>7,620.00 (1 posi.)</u>	<u>7,620.00 (1 posi.)</u>
	\$ 23,808.00 (3 posi.)	\$ 23,808.00 (3 posi.)
Benefits @ 22%	<u>5,239.00</u>	<u>5,239.00</u>
	29,046.00	29,046.00

CITY OF WOODLAND

Typist Clerk II	\$ 12,768.00 (2 posi.)	\$ 12,768.00 (2 posi.)
Benefits at 18%	<u>2,298.00</u>	<u>2,298.00</u>
	\$ 15,066.00	15,066.00

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

Micro Fiched

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an ^{Micro Fiched} introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full. Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

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Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

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E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

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Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

Micro Filled

<u>Classification</u>	<u>Per Cent Turnover-1971</u>
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if *Micro Fiched* positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment and Development.

EXHIBIT A

To: PEP Participants
From: Manpower Officer
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a PEP participant in the ..
agency in which you are employed. In your capacity there are
certain elements of the CETA which is the authority for the
Title II program you should be familiar with to better under-
stand your position.

Micro Fiched

The only difference between you and a regular employee
is that you are paid entirely from federal funds although the
method of payment is the same. You are both entitled to the
same fringe benefits. Be sure to read and understand any
material given you. Ask questions of your supervisor on
anything that is not clear. As a new person on the staff
you will be given orientation, individually or in a class, to
explain your rights and responsibilities.

The duties you are to perform have been written up into
what is called a job description. Be sure you understand what
is expected of you. If you feel you are not meeting all of
the requirements of your job sufficiently, be sure to discuss
with your supervisor what you can do to bring your work up to
standard. If this is the case or in the event you do not
have the educational level, such as a high school education,
necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

12

To: TITLE II SUB AGENTS
From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant. Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

*

To: Immediate Supervisors of Public Employment Program
(PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows: Micro Fiched

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your Department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.
3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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- be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
- c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 - f. The program under the Act does not involve political activities.
 - g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
 - h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
 - i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

Assurances and Certifications

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))
- k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))
- m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

Micro Fiched

Assurances and Certifications

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))
- (2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Assurances and Certifications

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

- w. It will comply with the labor standards requirements set out in section 606 of the Act.
- x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))
- 4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))
2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))
4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))
5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205(c)(7))
6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205(c)(8))
7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))
9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))
10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))
11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))
12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))
14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))
15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))
16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.



STATE OF CALIFORNIA
DEPARTMENT OF EDUCATION

STATE EDUCATION BUILDING, 721 CAPITOL HALL, SACRAMENTO 95814

RECEIVED

OCT 1 1974

Child Development Programs
Support Unit

August 29, 1974

FILED

OCT 29 1975

YOLO COUNTY
AGREEMENT NO. 74-100

Mr. Erwin Maier LAURENCE P. HENIGAN, Clerk

County Executive

Yolo County

Woodland, California 95695

Barbara Rodgers

RECEIVED

OCT 29 1975

LAURENCE P. HENIGAN, Clerk

Dear Mr. Maier:

By _____

The State Department of Education, Child Development Programs Support Unit, deletes Item 2, subsections (c) and (d) under Provisions of the Standard Agreement Contract for child care services. Effective July 1, 1974, counties will contract directly with, and be reimbursed by, the State Department of Benefit Payments for WIN child care services. The Standard Agreement maximum has been adjusted to reflect the balance after the amount(s) for the WIN child care services has (have) been removed from the contract.

Maximum amount of this Agreement shall not exceed \$2,284.00 and includes:

- a. \$0 for Family Home Agreements (Title IV-A Funds)
- b. \$2,284 for Vendor Payments (Title IV-A Funds)
- c. \$0 for Indirect Costs

Micro Fiched

AGENCY

State Department of Education

Charles R. Maier
by (authorized signature)

Superintendent of Public Instruction
Title

CONTRACTOR (If other than an individual,
state whether a corp., partnership, etc.)

County of Yolo

W. E. Anderson
By (authorized signature)
Chairman, Board of Supervisors
County of Yolo, State of California.
Title

Please return a signed copy of this amendment as soon as possible, but no later than September 13, 1974.

CHARLES R. MAIER
COUNTY COUNSEL
BY *W. E. Anderson*
CHIEF DEPUTY COUNTY COUNSEL

84
AGREEMENT NO. 74-200

FILED

SEP 19 1974

COUNTY OF YOLO, CALIFORNIA

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
Deputy

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day
of September, 19 74, by and between
GRANITE CONSTRUCTION COMPANY

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

Micro Fined

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo, the

RECONSTRUCTION OF COUNTY ROAD 28H BETWEEN COUNTY ROAD 102 AND
2.12 MILES EAST, AND CONSTRUCTING A SOLID WASTE DISPOSAL SITE
CONSISTING OF AN OPERATIONS CENTER BUILDING, MOTOR TRUCK SCALES,
RESOURCE RECOVERY FACILITIES, TRAFFIC SIGNALS, PROTECTIVE EARTH
LEVEE AROUND THE SITE, PAVED ROADWAYS, PARKING AREAS, DRAINAGE
SYSTEMS, DOMESTIC WATER WELL, SEWAGE DISPOSAL SYSTEM, FENCING
AND CONCRETE WORK.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

County Road No. 28H from County Road 102 to County Road 104.

Solid Waste Disposal Site Preparation, Solid Waste Disposal
Operations Center.
(Plan Index No. 28-H.12 through 28-H.38) (W.O. #1210 & 5227)

Approved July 1, 1974 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and speci-
fications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within One Hundred Twenty, (120) working days next after the
date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

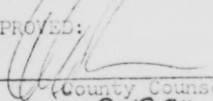
ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

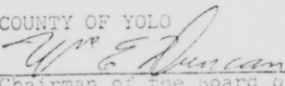
IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:



(County Counsel)
9-19-74

COUNTY OF YOLO

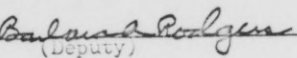


Chairman of the Board of Supervisors

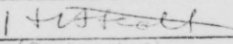
ATTEST:

Laurence P. Henigan, Clerk

GRANITE CONSTRUCTION COMPANY

By: 

(Deputy)

By: 

(Contractor)
H. B. Scott, President

To:
Auditor
County Counsel
Public Works
Granite Construction Co.

Re-Record Copy of Agreement
as corrected.

BOARD OF SUPERVISORS
Yolo County, California

Date: October 7, 1974.
Entry No. 28

File: Micro Fiched
DUMPS- SOLID WASTE DISPOSAL
FACILITY.
DUMPS- COUNTY- Central Land
Fill Site- 5 Miles N.E. of
Davis.
DUMPS- County-Solid Waste
Disposal Facility- Yolo
Bypass Site.
DUMPS- Solid Waste Site
ROADS- COUNTY- No. 28H
✓ ~~MINUTE ORDER NO. 28~~

MINUTE ORDER NO. 74-1287: INSTRUCTED THE CLERK TO CORRECT A DATE ON
AGREEMENT NO. 74-200 TO READ "THIS AGREEMENT, made and entered into this
16th day of September, 1974," INSTEAD OF 12th DAY OF SEPTEMBER, AND
AUTHORIZED THE CHAIRMAN TO INITIAL THE CHANGE ON THE ORIGINAL DOCUMENT FILED
WITH THE CLERK.

Upon motion of Supervisor Marchand, seconded by Supervisor Espigares,
and duly carried, the above Minute Order was so ordered by the follow-
ing vote:

Ayes: Marchand, Edmonds, Espigares, Duncan.

Noes: None.

Absent: Stephens.

ORIGINAL

FILED 27

SEP 26 1974

LAURENCE P. HENIGAN, Clerk

By

Barbara Rodgers
Deputy

AGREEMENT NO. 74-201

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day
of September, 19 74, by and between
Granite Construction Company

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Industrial Boulevard in West Sacramento, Calif.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Industrial Boulevard

(Plan Index No. 206.158)

(W.O. # 4247)

Approved 7/25/74 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and speci-
fications, and the requirements of the Engineer under them. Micro Fiched

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within thirty (30) working days next after the
date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

R. A. A. [Signature]
County Counsel

COUNTY OF YOLO

W. E. [Signature]
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

GRANITE CONSTRUCTION COMPANY

By:

B. [Signature]
(Deputy)

By:

H. B. Scott
(Contractor)
H. B. Scott, President

Richard L. Conley Sr.
RT3 Box 246
Woodland, CALIF 95695

YOLO COUNTY
AGREEMENT NO. 74-202

August 25, 1974

Yolo County Dept. Public Works
203 Lincoln Ave.
Woodland, California 95695

Gentlemen:

I propose to start brush on
~~Land Valley Slough~~ at a R of
1.00 an hour for a period 100 hours,
for the department of Public Works of Yolo
County. Work to be performed in accordance
with instructions furnished by the
Department.

Micro Fiched

FILED

SEP 26 1974

LAURENCE P. HENIGAN, Clerk

By PAULA C. CORRAL
Deputy

Sincerely

Richard L. Conley Sr.

Richard L. Conley Sr.

APPROVED BY BOARD OF SUPERVISORS

By

W. E. Duncan
Chairman of the Board of Super-
visors, County of Yolo, State
of California.

Approve to form:

SEP 26 1974
County Counsel of
Yolo County.

RECEIVED

NOV - 6 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

FILED

NOV - 6 1974

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodger* Deputy

AGREEMENT NO. 74-203

(Emergency Employment Act Subgrantee Agreement)

THIS AGREEMENT made and entered into this 23rd day of September, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the CITY OF DAVIS, a political subdivision, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as PROGRAM AGENT under that Act.
2. The County of Yolo has accepted that designation and applied for funds under that Act.
3. Under that Act PROGRAM AGENT may allocate funds of the Act to agencies of local jurisdiction within the County as SUBGRANTEES.
4. The County of Yolo as PROGRAM AGENT remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those SUBGRANTEES to whom it allocates funds received under the Act.
5. SUBGRANTEE is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS:

1. PROGRAM AGENT shall grant to SUBGRANTEE the sum of TWENTY-EIGHT THOUSAND NINE HUNDRED SEVENTY (\$28,970) DOLLARS in accordance

- 1 with approved applications from funds allocated to PROGRAM
2 AGENT by Department upon approval and receipt of said amount
3 by PROGRAM AGENT pursuant to its application to the Department.
- 4 2. SUBGRANTEE shall use said funds only for the purposes and
5 amounts set forth in the approved grant.
- 6 3. SUBGRANTEE shall comply with all requirements of the Act, the
7 regulations thereunder, and the grant conditions.
- 8 4. SUBGRANTEE shall comply with such disbursement and accounting
9 procedures as are established by the Auditor-Controller of
10 PROGRAM AGENT. *Micro Fiches*
- 11 5. SUBGRANTEE shall maintain its records in the manner
12 proscribed by the regulations and other instructions of the
13 Department and said records will be available for audit by
14 PROGRAM AGENT and the appropriate agencies of the United States
15 Government.
- 16 6. SUBGRANTEE shall maintain and make available to PROGRAM AGENT
17 such documents, records, and accounts as are required to
18 assure a proper accounting for all project funds it receives
19 and as are required to enable PROGRAM AGENT to make such
20 reports as are required to be made by it to the Department.
- 21 7. PROGRAM AGENT shall have the right to monitor and modify
22 SUBGRANTEE's program through procedures similar to those
23 used by the Department as per Paragraph Four (4) of the grant
24 conditions as attached as Exhibit "A" to this agreement.
- 25 8. This subgrant is subject to modification if the Department
26 amends the grant of PROGRAM AGENT in such a way that it affects
27 the subgrant.
- 28 9. SUBGRANTEE will provide a budget with all necessary backup
29 information to reflect the total amount of the subgrant and
30 provide adequate information for reports of PROGRAM AGENT.
- 31 10. PROGRAM AGENT retains the right to make adjustments in payments
32 in the same manner as specified in Title 29, Section 55.15

1 of the Code of Federal Regulations and to terminate a sub-
2 grant for cause in the same manner as specified in Title 29,
3 § 55.26 of the Code of Federal Regulations.

4 11. In the event that SUBGRANTEE fails to comply with any or all
5 of the above, SUBGRANTEE shall hold PROGRAM AGENT free and
6 harmless from any and all liability caused by such non-
7 compliance, and shall reimburse PROGRAM AGENT any funds paid
8 out by PROGRAM AGENT due to such noncompliance of SUBGRANTEE.

9 12. This subgrant will not become effective and operative unless
10 and until the grant agreement between PROGRAM AGENT and the
11 Department has been executed, and shall terminate on March
12 31st, 1975.

Micro Fiched

13 13. This agreement supersedes Agreement No. 74-133.

14 IN WITNESS WHEREOF, the parties hereto have executed
15 this agreement as of the day and year hereinabove set forth.

16 PROGRAM AGENT:

17 COUNTY OF YOLO, a political subdivi-
18 sion

19 BY

Wm E. Allen
CHAIRMAN OF THE BOARD OF SUPERVISORS

20 ATTEST:

21 LAURENCE P. HENIGAN, CLERK

22 BY

Barbara Rodgers
11-6-74 DEPUTY

24 (SEAL)

25
26 SUBGRANTEE:

27 CITY OF DAVIS, a political subdivi-
28 sion

29 BY

Joan G. Pauls
MAYOR

30 ATTEST:

Edward J. Puse
CITY CLERK

32 (SEAL)

UNITED STATES DEPARTMENT OF LABOR
MANPOWER ADMINISTRATION

Conditions Governing Grants
Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

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The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subcontractors and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, and discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15.7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 20% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission thereof, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

Exhibit A

FILED

SEP 28 1974

AGREEMENT NO. 74- 204

LAURENCE F. HEMMAN, Clerk
By *Laurence F. Hemman*
Deputy

(Assignment of Leasehold Interest, Assumption
Agreement, Modification of Lease, and Consent
to Assignment)

THIS AGREEMENT made this 23rd day of September,
1974, by and among JACK A. ULRICH, as Trustee in Bankruptcy of
AMERICAN-MODOC, INC., hereinafter referred to as TRUSTEE, ERNEST
GADDINI, hereinafter referred to as ASSIGNEE, and COUNTY OF YOLO,
a political subdivision, hereinafter referred to as LESSOR,

W I T N E S S E T H:

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RECITALS:

1. LESSOR entered into a lease dated July 27th, 1964 known as
Yolo County Agreement No. 64-74, with Jeffery Milling Company.
2. The terms of said Agreement No. 64-74 were modified by an
Amendment to Lease No. 64-74 dated November 18, 1968, Yolo
County Agreement No. 68-100.
3. By an assignment of leasehold interest and Assumption Agree-
ment dated May 1969, Jeffery Milling Co. assigned to AMERICAN-
MODOC, INC. all its right, title and interest as lessee under
said Agreement No. 64-74, and LESSOR consented to said assign-
ment and release on May 26th, 1969.
4. Thereafter, TRUSTEE became and now is the duly appointed,
qualified, and acting Trustee in Bankruptcy of AMERICAN-MODOC,
INC.
5. TRUSTEE desires to assign his interest in said Agreement No.
64-74 to ASSIGNEE.
6. ASSIGNEE desires to accept such assignment, assume the obliga-
tions of said Agreement No. 64-74 and to modify the terms
thereof.
7. LESSOR, upon agreement by ASSIGNEE to the modifications herein-
after set forth by ASSIGNEE, is willing to consent to said

1 assignment.

2 AGREEMENTS:

- 3 1. JACK A. ULRICH, as Trustee in Bankruptcy of AMERICAN-MODOC,
4 INC., hereby assigns, transfers, and releases all of his right,
5 title and interest as LESSEE under that certain lease, Yolo
6 County Agreement No. 64-74, dated July 27th, 1964 by and be-
7 tween COUNTY OF YOLO as LESSOR, and JEFFERY MILLING CO., as
8 LESSEE, to ERNEST GADDINI. *Micro Fiched*

9 2. ERNEST GADDINI in consideration of the foregoing assignment
10 hereby accepts said assignment and expressly assumes all of
11 the obligations of LESSEE under said Agreement No. 64-74 as
12 amended and as modified herein and agrees to perform each and
13 every condition and covenant thereof.

- 14 3. JACK A. ULRICH, as Trustee in Bankruptcy of AMERICAN-MODOC,
15 INC., and ERNEST GADDINI, and the COUNTY OF YOLO agree that
16 the terms and conditions of said Agreement No. 64-74 are
17 hereby amended to read as follows:

- 18 A. The term of said Agreement No. 64-74 is hereby amended
19 to end on June 30th, 1976.
20 B. LESSEE shall, on or before the expiration of the term as
21 modified, shall cause all building structures or equip-
22 ment as may have heretofore been erected or placed on the
23 leased premises or which may hereafter may be erected or
24 placed on the leased premises, to be removed therefrom.
25 C. Paragraph 1 of said Agreement No. 64-74 is hereby amended
26 to read as follows:

- 27 1. Commencing August 1st, 1974, as and for the lease of
28 said premises, the LESSEE shall pay to the LESSOR the
29 sum of TWO THOUSAND FOUR HUNDRED (\$2,400) DOLLARS per
30 year, payable annually in advance at the office of the
31 Auditor-Controller of the County of Yolo, Courthouse,
32 Woodland, California.

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FILED

SEP 28 1974

LAURENCE E. BORCHARD, Clerk

By John E. Sager Deputy Agreement No. 74-205

Woodland, California

August, 1974

Estate of

IDA FRANCES BORCHARD, Deceased

(Grantor)

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 74-21 in the form of a Grant Deed, covering the following described property:

A portion of the following described parcel of land: **Micro Fiched**

Tract 4 and Parcels 1, 2 and 3 of Tract 5, of the M. E. Clanton Estate Lands (being a portion of the North-west One-Quarter of Section 8, T. 9 N. R. 2 E., (M. D. B. & M.) as shown on the map thereof, filed in the office of the Recorder of Yolo County, California, on July 2, 1924, in Book 4 of Maps and Surveys, at page 66.

EXCEPTING THEREFROM that portion of Tract 4 that lies within the following described property:

The Northerly 87.527 acres of the hereinafter, described Parcel 1, the Southerly line being parallel to the Northerly line of the hereinafter described Parcel 1, and which Parcel 1 is described as follows:

PARCEL 1:

Tract 5 and Tract 4 of the M. E. Clanton Estate Lands, being a portion of the Southwest Quarter (SW 1/4) of Section 5, and a portion of the Northwest Quarter (NW 1/4) of Section 8 in Township 9 North, Range 2 East, Mount Diablo Base and Meridian, as shown by the map on file and of record in the office of the County Recorder of the said County of Yolo, in Book 4 of Maps, and Surveys, at page 66, said portion of above described parcel being more fully described as follows:

COMMENCING at the Southwest corner of said Tract 5; thence North 89°51'00" East 25.00 feet along the Southerly line of Tract 5; thence North 00°20'00" East 20.00 feet to the intersection of the Northerly right of way line of County Road No. 25A with the Easterly right of way line of County Road No. 99, THE TRUE POINT OF BEGINNING; THENCE continuing along said Easterly right of way line of County Road No. 99, North 00°20'00" East 1705.59 feet; thence North 89°56'00" East 17.00 feet; thence South 00°20'00" West 1052.32 feet along a line parallel with and 17.00 feet Easterly of the Easterly right of way line of County Road No. 99; thence South 00°13'11" East 653.22 feet to the Northerly right of way line of County Road No. 25A; thence South 89°51'00" West 23.31 feet along said Northerly right of way line to the true point of beginning.

Containing 0.713 acres.

1 has been executed and delivered to Lloyd H. Roberts, Director
2 of Public Works of the County of Yolo.

3 In consideration of which, and the other considerations herein-
4 after set forth, it is mutually agreed as follows:

5 I. The parties have herein set forth the whole of their agree-
6 ment. The performance of this agreement constitutes the entire
7 consideration for said document and shall relieve the County
8 of all further obligations or claims on this account, or on
9 account of the location, grade and construction of the proposed
10 public improvement.

Micro Fiched

11 II. The County shall:

12 A. Pay the undersigned grantor the sum of \$1247.75 for the
13 property as conveyed by Grant Deed No. 74-21 (herein describ-
14 ed) within sixty (60) days after date title to said property vests
15 in, or is in escrow for the County of Yolo, free and clear of
16 all liens, encumbrances, assessments, easements, and leases
17 recorded and/or unrecorded.

18 This transaction will be handled through an escrow number 68196
19 with Western Title Guaranty Company of Woodland.

20 B. Pay all escrow and recording fees incurred in this transaction
21 including documentary tax stamps, if required, and if title
22 insurance is desired by the County, the premium charged therefore.

23 III. The execution of this Right of Way Contract has been
24 authorized by the Superior Court of the State of California in and
25 for the County of Ventura in proceedings entitled "Estate of Ida
26 Frances Borchard, deceased" being numbered P 53531 therein; said
27 Order having been made and entered therein on August 23, 1974.

28 IN WITNESS WHEREOF, the parties have executed this agreement
29 the day and year first above written.

30 /////

31 /////

32 /////

1 Dated: August 29, 1974 Ida Frances Borchard
2 (Grantor)
3 as Executrix of the Estate of Ida
4 Frances Borchard, deceased

5 Recommended for Approval

6 By [Signature] W. E. Duncan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO
9 STATE OF CALIFORNIA

10 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

11
12 Micro Fiched

13
14
15 Approved as to Form
16 Dated
17 [Signature]
18 County Counsel of Yolo County
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FILED

SEP-3 1974

LAURENCE P. HENRIAN, Clerk

By [Signature]

AGREEMENT NO. 74-206
COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day
of September, 19 74, by and between
Woodland Sheet Metal Company, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

furnishing and installing mechanical equipment in the Yolo
County Courthouse computer facilities in Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

XEROX
COPY

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Yolo County Courthouse, Woodland, California, New Computer Facilities

(Plan Index No. 619.16)

(W.O. #9106)

Approved May 20, 1974 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and speci-
fications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within thirty (30) working days next after the
the date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

NOW, THEREFORE, if the above-bonded Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 5181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

Micro Fiched

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 20th day of September,
19 74.

WITNESS:

By Woodland Sheep Metal Company, Inc.

By Louie Marchin (Pres.)
"Principal" OCT - 2 1974

Approved as to form:

United Pacific Insurance Company
"Surety"

Attorney for Entity

By Albert S. Johnston
Attorney-in-fact

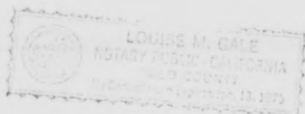
Albert S. Johnston

OCT - 3 1974

Oct 2, 1974

On this 20th day of September
in the year One Thousand Nine Hundred and Seventy Four
before me, Louise M. Gale, a Notary Public
in and for the County of Yolo, personally
appeared Albert S. Johnston known to me to be the person
whose name is subscribed to the within instrument as the
Attorney-in-fact of the _____, and acknowledged
to me that he subscribed the name of the _____,
thereto as Principal and his own name as Attorney-in-fact.

Micro Fiched



Louise M. Gale
Notary Public in and for the
County of Yolo

(Seal)

State of California
My Commission Expires 1/13/75

50
FILED

SEP 28 1974

AGREEMENT NO. 74-207
COUNTY OF YOLO, CALIFORNIA

LAURENCE P. MENIGAN, Clerk
By John J. Lucas
Deputy

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day
of September, 1974, by and between

W. W. Wilson Company

Micro Fiched

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached. the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Branch Jail Building in Woodland, Calif.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Branch Jail Building

(Plan Index No. 614.10-11)

(W.O. # 9110)

Approved 8/26/74 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within fifty five (55) working days next after the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, W. W. WILSON CO., as
Principal, and FIREMAN'S FUND INSURANCE COMPANY, a
Corporation organized and existing under the laws of the
State of California, and duly authorized to
transact business under the laws of the State of California
as Surety, are held and firmly bound unto the COUNTY OF YOLO,
CALIFORNIA, herein called Entity, duly created and existing
under and by virtue of the laws of the State of California,
as obligee, in the just and full sum of Twenty one thousand, Micro Fiched
nine hundred ninety eight and no/100-----
DOLLARS (\$21,998.00---), (Not less than 50% of the total
contract price) in lawful money of the United States of
America for the payment whereof well and truly to be made
to said Entity, the said Principal and Surety bind themselves,
their successors and assigns, jointly and severally, firmly
by these presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a
contract of even date herewith, with the Entity, which said
contract is incorporated herein by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and improve-
ment to be made being particularly described in the plans,
detailed drawings, special provisions, and specifications
entitled

Branch Jail Building

(Plan Index No. 614.10-11) (Work Order No. 9110

and any changes and modifications which have been or may be
made therein as provided by law, reference to which said
documents is hereby made for a full and detailed description
of said proposed work and improvements, and for further
particulars, and which said documents are hereby incorporated
herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor,
Company, or Corporation or its subcontractor, shall well and
truly perform the work contracted to be done under said
contract, then this obligation to be null and void; otherwise
to remain in full force and effect.

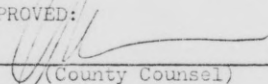
subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

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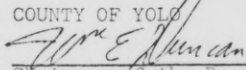
IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:



(County Counsel)

COUNTY OF YOLO

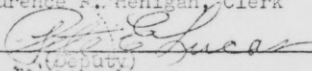


Chairman of the Board of Supervisors

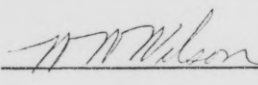
ATTEST:

Laurence S. Henigan, Clerk

By



(Deputy)



(Contractor)

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, W. W. WILSON CO., as
Principal, and FIREMAN'S FUND INSURANCE COMPANY, a
Corporation organized and existing under the laws of the
State of California, and duly authorized to transact
business under the laws of the State of California, as
Surety, are held and firmly bound unto the COUNTY OF YOLO,
California, herein called Entity, duly created and existing
under and by virtue of the laws of the State of California,
and unto any and all persons entitled to file claims under
Section 3181 of the Civil Code of the State of California, Micro Fiched
and this bond shall inure to the benefit of any and all such
persons so as to give them a right of action to them or
their assigns in any suit brought upon this bond, and
whose claims have not been paid by the Contractor, company
or corporation, in the just and full sum of Twenty one thousand,

nine hundred ninety eight and no/100-----
DOLLARS (----\$21,998.00-----) (not less than 50% of
the total contract price) in lawful money of the United
States of America, for the payment whereof well and truly
to be made to said COUNTY OF YOLO and to said persons jointly
or severally, the said Principal and surety bind themselves,
their successors and assigns, jointly and severally, firmly
by these presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a
contract of even date herewith, with the entity, which said
contract is incorporated herein, by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and improve-
ment to be made being particularly described in the plans,
detailed drawings and specifications entitled

Branch Jail Building

(Plan Index No. 614.10-11)

(W.O. # 9110)

reference to which said documents and any changes and modi-
fications which have been or may be made therein as provided
by law, is hereby made for a full and detailed description
of said proposed work and improvements, and for further
particulars, and which said documents are hereby incorporated
herein and made a part hereof by reference thereto.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 23rd day of September, 19 74.

WITNESS:

By:

Tha R. Briggs

W. W. Wilson Co.

Micro Fiched

W. W. Wilson
"Principal"

Approved as to form:

Fireman's Fund Insurance Company
"Surety"

[Signature]
Attorney for Entity

By:

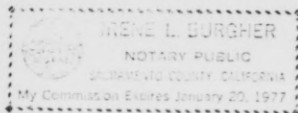
[Signature]
Attorney-in-fact

STATE OF CALIFORNIA
County of Sacramento

Warren G. Bender

On the 23rd day of September in the year
One Thousand Nine Hundred and Seventy Four, before me
Irene L. Burgher, a Notary Public in and for
the County of Sacramento, personally appeared Warren G. Bender
known to me to be the person whose name is
subscribed to the within instrument as the Attorney-in-fact
of the Fireman's Fund Insurance Co. and acknowledged to me that
he subscribed the name of the W. W. Wilson Co.
thereto, as principal and his own name as Attorney-in-fact.

Irene L. Burgher
Notary Public in and for the
Sacramento
County of

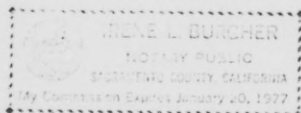


State of California
My Commission Expires
January 20, 1977

(Seal)

On this 23rd day of September
in the year One Thousand Nine Hundred and Seventy Four
before me, Irene L. Burgher, a Notary Public
in and for the County of Sacramento, personally
appeared Warren G. Bender known to me to be the person
whose name is subscribed to the within instrument as the
Attorney-in-fact of the Fireman's Fund Insurance Co. acknowledged
to me that he subscribed the name of the W. W. Wilson Co.,
thereto as Principal and his own name as Attorney-in-fact.

Micro Fiched



(Seal)

Irene L. Burgher
Notary Public in and for the
County of Sacramento

State of California
My Commission Expires January 20, 1977

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered. Micro Fiched

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 23rd day of September,

19 74.

WITNESS:

W. W. WILSON CO.,

By [Signature]

By [Signature]

"Principal"

Approved as to form:

FIREMAN'S FUND INSURANCE COMPANY

"Surety"

[Signature]
Attorney for Entity

By [Signature]

Attorney-in-fact

Warren G. Bender

9-25-74

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EX-1034
LAW OFFICE OF MICHAEL, COW

AGREEMENT NO. 74-208

JUL 12 1974
LAW OFFICE OF MICHAEL, COW

by Paula C. Corral

12.....(Agreement for Consultant Services)

THIS AGREEMENT made and entered into by and between the
COUNTY OF YOLO, a political subdivision of the State of California,
hereinafter called COUNTY, and SOCIAL SYSTEMS CORPORATION,
hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY desires to objectively and thoroughly evaluate, appraise and analyze the effectiveness of the first year of its Youth & Young Adult Diversion Program currently conducted by the Probation Department.
2. CONTRACTOR represents that it has the skill and expertise necessary to perform said work in accordance with all of the terms and conditions of this Agreement.

AGREEMENTS:

1.
 - A. Make findings as to whether or not the above-mentioned program has reduced the workload of the Public Defender's and District Attorney's Office, and the Court's through pre-prosecution diversion of a maximum of one hundred fifty (150) people during the first project year.
 - B. Make findings as to whether the above-mentioned program provided a successful diversion among eighty-five percent (85%) of the persons accepted into the program, successful diversion being defined as completion of the diversion period without prosecution for the precipitating offense.
2. COUNTY shall provide CONTRACTOR with desk space, clerical support and necessary materials for the project. County personnel shall assist CONTRACTOR as necessary.

- 1 3. Said analysis and evaluation shall be rendered to COUNTY in a
2 comprehensive report, submitted to the Board of Supervisors no
3 later than January 30, 1975 unless the grant year is extended
4 in which case the report will be due thirty (30) days after
5 the end of the grant year.
- 6 4. For said services, COUNTY shall pay to CONTRACTOR the sum of
7 ONE HUNDRED THIRTY-FOUR DOLLARS AND NINETY-SIX CENTS (\$134.96)
8 per diem, on the basis of an eight-hour day. No more than
9 NINE HUNDRED NINETY-FIVE DOLLARS AND THIRTY-THREE CENTS
10 (\$995.33) shall be expended for all services rendered. Final
11 payment shall be made to CONTRACTOR upon submission of five
12 (5) copies of said report to the Board of Supervisors and upon
13 rendition of a claim by CONTRACTOR detailing services rendered
14 and time spent.
- 15 5. All of said services shall be performed by CONTRACTOR in ac-
16 cordance with all of the regulations, terms and conditions
17 contained in the Fiscal Affairs Manual of the Office of
18 Criminal Justice, and all of the rules, regulations, and
19 guidelines prescribed by the Law Enforcement Assistance
20 Administration. Contract terms and provisions contained in
21 the published "Standard Third Party Contract Provisions" of
22 the California Office of Criminal Justice Planning are deemed
23 by the parties herein to be a part of this contract by refer-
24 ence thereto where applicable. CONTRACTOR represents that it
25 is familiar with all of said rules, regulations and conditions.
- 26 6. Said services shall be performed by CONTRACTOR as an indepen-
27 dent contractor, and not as an employee of COUNTY.
- 28 7. One progress payment for the research design portion of said
29 report shall be made by COUNTY to CONTRACTOR upon rendition of
30 a claim by CONTRACTOR detailing services rendered and time
31 spent. Said progress payment shall not exceed thirty percent
32 (30%) of the total services claimed under this Agreement.

8. The above stated per diem compensation shall be the total compensation paid to CONTRACTOR for all services rendered under this Agreement and no claims shall be made by CONTRACTOR for any other sum whatsoever.

9. CONTRACTOR shall hold COUNTY free and harmless from any claims or causes of action of any nature arising out of the performance of this Agreement. Micro Fiched

10. CONTRACTOR shall commence the project upon notice by COUNTY. Either party to this Agreement may terminate this Agreement upon thirty (30) days' written notice. Upon such termination, COUNTY shall pay CONTRACTOR for all services rendered up to the date of said written notice. The address of CONTRACTOR for the purpose of all notices is as follows:

CONTRACTOR:

SOCIAL SYSTEMS CORPORATION
4100 Crondall Drive
Sacramento, California 95825

The address of COUNTY for the purposes of all notices is as follows:

COUNTY:

Chief Probation Officer
COUNTY OF YOLO
P. O. Box 239
Woodland, California 95695

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinafter set forth opposite their signatures.

Oct 7, 1974.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY

W. E. Hannon
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY [Signature]
(SEAL) DEPUTY

CHARLES R. MACK
COUNTY COUNSEL

CONTRACTOR -
SOCIAL SYSTEMS CORPORATION

BY [Signature]
CHIEF DEPUTY COUNTY COUNSEL

BY

Robert J. Remick
PRESIDENT

☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 30th day of September, 19 74,
 in the State of California, by and between State of California, through its duly elected or appointed,
 qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
	Department of Health	74-50539

hereafter called the State, and

Yolo County Mental Health Services

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the
 State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
 (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Whereas, the Health and Welfare Agency, State Office of Narcotics and
 Drug Abuse, has entered into a contract with the Federal Department of
 Health, Education and Welfare, for the funding by the Federal Government
 of treatment slots as agreed to in the State's "Request for Funding
 Proposal" dated June 3, 1974 and as modified on June 12 and June 19,
 1974; and

Micro Fiched

Whereas, the Department of Health has been designated by Health and
 Welfare Agency to administer said Federal Funds, and to subcontract
 with counties and treatment programs in the State; and

Whereas, the Contractor is approved for the treatment modality(ies)
 and treatment program(s) for the patient treatment slots as contained
 in the SPECIAL PROVISIONS, and desires to participate in said federally-
 funded program and provide said services for patients;

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY Department of Health
 BY (AUTHORIZED SIGNATURE)
 TITLE

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION,
 PARTNERSHIP, ETC.)
 BY (AUTHORIZED SIGNATURE)
 COUNTY OF YOLO STATE OF CALIFORNIA
 TITLE

(CONTINUED ON 15 SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
\$ <u>40,501.00</u>	ITEM	CHAPTER	STATUTES	FISCAL YEAR
UNENCUMBERED BALANCE				
\$				
ADJ. INCREASING ENCUM- BRANCE	FUNCTION			
\$				
ADJ. DECREASING ENCUM- BRANCE	LINE ITEM ALLOTMENT			
\$				

I hereby certify upon my own personal knowledge that budgeted funds
 are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13
 have been complied with and this document ☐ is exempt ☐ is not exempt from review by the
 Department of Finance

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY DATE

Micro Fiched

APPENDIX



COUNTY OF YOLO

Woodland, California

95695

YOLO COUNTY HEALTH DEPARTMENT

B. OTIS COBB, M.D.

Director of Public Health

10 Cottonwood Street, Woodland
(916) 666-6114

Broderick Branch Office
350 C Street
(916) 372-2700

June 27, 1974

John H. Jones, M.D.
Medical Director
Davis Free Clinic Drug Program
603 Fourth Street
Davis, California 95616

Micro Fiched

Dear Doctor Jones:

As I said to you in my letter of May 9th, you are to be highly commended for your action with regard to drug abuse in this community.

You have the wholehearted continued support of this department with regard to your new program activities concerned with heroin detoxification and drug abuse treatment.

Sincerely,

B. Otis Cobb, M.D.
Public Health Director and
Director of Mental Health

JP

DEPARTMENT OF PUBLIC HEALTH
MENTAL HEALTH SERVICES DIVISION



COUNTY OF YOLO
Woodland, California

95695

B. Oak Cobb, M.D., Director
Captain P. Thomson, M.D., M.S. Hyg., Program Chief

- ☐ 213 W. BEAVER P.O. BOX 1217 WOODLAND, CA. (916) 666-4163
- ☒ 350 C ST. BRODERICK, CA. 95605 (916) 372-3290
- ☐ 510 5th ST. DAVIS, CA. 95616 (916) 756-6504

June 26, 1974

Micro Fiched

John Jones, M.D.
Davis Free Clinic
603 4th Street
Davis, California

RE: Psychiatric Consultation and
Mental Health Counseling

Dear Dr. Jones:

In keeping with our telephone conversation of June 24, 1974, please accept this letter as confirmation of the availability of psychiatric consultation and mental health counseling through Yolo County Mental Health Services to the Davis Free Clinic population.

Sincerely,

B. Kent Wilson, M.D.

B. Kent Wilson, M.D.

BKW:bj

UNITED STATES
DEPARTMENT OF HEALTH,
EDUCATION, AND WELFARE

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GENERAL PROVISIONS
FOR
NEGOTIATED COST-REIMBURSEMENT
TYPE CONTRACT WITH
NONPROFIT INSTITUTIONS
OTHER THAN EDUCATIONAL
INSTITUTIONS

HEW-315A (12/72)

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Clause No. 1-DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary, Department of Health, Education, and Welfare, and the term "his duly authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or employee who is properly designated Contracting Officer, and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

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(c) The term "Project Officer" means the person representing the Government for the purpose of technical direction of contract performance. The Project Officer is not authorized to issue any instructions or directions which effect any increase or decrease in the cost of this contract or which change the period of this contract.

(d) The term "Department" means the Department of Health, Education, and Welfare.

(e) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract.

Clause No. 2-DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Clause No. 3.-LIMITATION OF COST

(a) It is estimated that the total cost to the Government for the performance of this contract will not exceed the estimated cost set forth in this contract and the Contractor agrees to use its best efforts to perform all work and all obligations under this contract within such estimated costs. If at any time the

Clause No. 3 (Cont'd)

Contractor has reason to believe that the costs which it expects to incur in the performance of this contract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy five percent (75%) of the estimated cost set forth in the contract, or, if at any time the Contractor has reason to believe that the total cost to the Government, for the performance of this contract, will be substantially greater or less than the estimated cost thereof, the Contractor shall notify the Contracting Officer in writing to that effect, giving its revised estimate of such total cost for the performance of this contract.

(b) The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in the contract and the Contractor shall not be obligated to continue performance under the contract or to incur costs in excess of such estimated cost unless and until the Contracting Officer shall have notified the Contractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this contract. When and to the extent that the estimated cost set forth in this contract has been increased by the Contracting Officer in writing, any costs incurred by the Contractor in excess of such estimated cost prior to the increase in estimated cost shall be allowable to the same extent as if such costs had been incurred after such increase in estimated cost.

Clause No. 4--ALLOWABLE COST

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(a) *Compensation for Contractor's performance.* Payment for the allowable cost, as herein defined and as actually incurred by the contractor shall constitute full and complete compensation for the performance of the work under this contract.

(b) *Allowable cost.* The allowable cost of performing the work under this contract shall be the cost actually incurred by the Contractor, either directly incident or properly allocable to the contract, in the performance of this contract in accordance with its terms. The allowable cost, direct and indirect, including acceptability of cost allocation methods, shall be determined by the Contracting Officer in accordance with:

(1) (i) "A Guide for Nonprofit Institutions Establishing Indirect Cost Rates for Research Grants and Contracts with the Department of Health, Education, and Welfare, DHEW Publication OASC-5," or (ii) "A Guide for Hospitals, Establishing Indirect Cost Rates for Research Grants and Contracts with the Department of Health, Education, and Welfare, DHEW Publication OASC-9" or (iii) Subpart 1-15.7 of the Federal Procurement Regulations (41 CFR 1-15.7) if the contract is with a state or local government agency.

(2) The terms of the contract.

Clause No. 5--NEGOTIATED OVERHEAD RATES

(a) Notwithstanding the provisions of the clause of this contract entitled, "Allowable Cost," the allowable indirect costs shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

(b) The Contractor, as soon as possible, but not later than six (6) months after the expiration of each of the Contractor's financial years or such period as may mutually be agreed upon by the Government and the Contractor, shall submit to the Contracting Officer, with a copy to the cognizant audit agency, a proposed final overhead rate or rates for that period based on the Contractor's cost experience during that period.

Clause No. 5 (Cont'd)

together with supporting cost data. Negotiation of final overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles set forth in paragraph (b)(1) of Clause 4, as in effect on the date of this contract, and the same hereby incorporated herein by reference.

(d) The results of each negotiation shall be set forth in an amendment to this contract, which shall specify (1) the agreed final rate, (2) the bases to which the rates apply, and (3) the periods for which the rates apply.

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(e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in this contract or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in this contract shall be set forth in an amendment to this contract.

(f) Any failure by the parties to agree on any final rate or rates under this clause shall be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the clause of this contract entitled "Disputes."

(g) Submission of proposed provisional and/or final overhead rates, together with appropriate data in support thereof, to the Secretary or his duly authorized representative, and agreements on provisional and/or final overhead rates entered into between the Contractor and the Secretary or his duly authorized representative, as evidenced by Negotiated Overhead Rate Agreements signed by both parties, shall be deemed to satisfy the requirements of (b), (d), and (e) above.

Clause No. 6--PAYMENT

(a) *Payment on account of allowable costs.* Once each month (or at more frequent intervals if approved by the Contracting Officer) the Contractor may submit to the Contracting Officer, in such form and reasonable detail as may be required, an invoice or voucher supported by a statement of costs incurred by the Contractor in the performance of this contract and claimed to constitute allowable costs. Promptly after receipt of each invoice or voucher the Government shall, subject to the provisions of (b) below, make payment thereon as approved by the Contracting Officer.

(b) *Audit adjustments.* At any time or times prior to settlement under this contract the Contracting Officer may have invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayment, or increased for underpayments on preceding invoices or vouchers.

(c) *Completion voucher.* On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this contract (including without limitation, the provisions relating to patents and provisions of (d) below) the Government shall promptly pay to the Contractor any balance of allowable cost. The

Clause No. 6 - Control

completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than 6 months or such longer period as the Contracting Officer may in his discretion approve in writing from the date of such completion.

(d) *Applicable credits.* The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allocable costs hereunder when approved by the Contracting Officer.

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(e) *Financial settlement.* Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(1) An assignment to the Government in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(2) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts or in estimated amounts where the amounts are susceptible to exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract. *Provided*, That such claims are not known to the contractor on the date of the execution of the release. *And provided further*, That the Contractor gives notice of such claims in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

Clause No. 7 - EXAMINATION OF RECORDS

(a) This clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States and the Secretary, or any of their duly authorized representatives, shall until expiration of 3 years after final payment under this contract or of the time period for the particular records in Part 1.20 of the Federal Procurement Regulations (41 CFR Part 1.20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, or his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR 101-11.2), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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(d) The periods of access and examination described in (b) and (c) above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

Clause No. 8--INSPECTION AND REPORTS

(a) *Inspection of work.* The Government shall have the right to inspect the work and activities under this contract, including, without limitation, premises where any Government property may be located, at such reasonable times and in such manner as it may deem appropriate and the Contractor shall afford the Government proper facilities and assistance for such inspection.

(b) *Reports.* The Contractor shall furnish such progress reports, schedules, financial and cost reports, and other reports concerning the work under this contract as specified elsewhere in this contract. Cost and other financial data and projections furnished pursuant to this paragraph (b) shall not relieve the Contractor of the requirements for furnishing notice specified in the clause of this contract entitled "Limitation of Cost."

Clause No. 9--SUBCONTRACTING

(a) *Prior approval required.* Except as provided in (c) below, the Contractor shall not enter into any subcontract or purchase order not otherwise expressly authorized elsewhere in this contract without the prior written approval of the Contracting Officer and subject to such conditions as the Contracting Officer may require.

(b) *Request for approval.* The Contractor's request for approval to enter into a subcontract pursuant to this clause shall include: (1) a description of the supplies or services to be called for by the subcontract; (2) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained; (3) the proposed subcontract price, together with the Contractor's cost or price analysis thereof; (4) identification of the type of subcontract to be used; (5) a copy or draft of the proposed subcontract, if available; and (6) any other information which the Contracting Officer may require.

(c) *Certain purchases of property and services.* Prior written approval shall not be required for firm fixed-price subcontracts for the purchase or rental of items of personal property having a unit acquisition cost of less than \$200 or for subcontracts in a total amount less than \$1,000 unless otherwise specified elsewhere in

this contract. *Provided, however,* That advance notification shall be given by the Contractor of any subcontract which exceeds in dollar amount 5 percentum of the total estimated cost of this contract.

(d) *Contractor's procurement system.* The Contractor shall use methods, practices or procedures in subcontracting or purchasing (hereinafter referred to as the Contractor's "procurement system") acceptable to the Contracting Officer. The Contracting Officer may, at any time during the performance of this contract, require the Contractor to provide information concerning its procurement system.

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(e) *Effect of subcontracting.* Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the Government. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract (including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors, and the duty to maintain and account for property pursuant to the clause of this contract entitled "Government Property"). Approval of the provisions of any subcontract by the Contracting Officer shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost. In no event shall approval of any subcontract by the Contracting Officer be construed as effecting any increase in the estimated cost set forth in this contract. No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(f) *Procurements from contractor-controlled sources.* Procurement or transfer of equipment, materials, supplies, or services from a contractor-controlled source (any division or other organizational component of the prime contractor, exclusive of the contracting component, and any subsidiary or affiliate of the Contractor under a common control) shall be considered a subcontract for the purposes of this clause.

Clause No. 10—ACCOUNTS, AUDIT, AND RECORDS

(a) The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.

(b) The Contractor's facilities, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representatives.

(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or the time periods for the particular records specified in 41 CFR Part 1-20, whichever expires earlier and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (i) or (ii) below.

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) costs and expenses of this contract to which exception has been taken by the Contracting Officer or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of.

Clause No. 10 (Cont'd)

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract hereunder that is not firm fixed-price or fixed-price with escalation. When so inserted, changes shall be made to designate the higher-tier subcontractor at this level involved in place of the Contractor and add "of the Government prime contract" in place of "this contract" in (B) of subparagraph (C)(ii) above.

Clause No. 11--GOVERNMENT PROPERTY

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(a) *Government furnished property.* (1) The Government reserves the right to furnish any property or services required for the performance of the work under this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described elsewhere in this contract, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (such property to be referred to as "Government furnished property").

In the event that Government furnished property is not delivered to the contractor by such time or times as stated, or if not stated, in sufficient time to enable the contractor to meet such delivery or performance dates under this contract, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor and make appropriate equitable adjustments to any contractual provisions affected by any such delay in accordance with the provisions of the clause of this contract entitled "Changes."

In the event that Government furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, immediately upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer either (i) return or otherwise dispose of such property, or (ii) effect repairs or modifications thereto. Upon completion of (i) or (ii) above, the Contracting Officer, upon timely written request of the Contractor, shall make appropriate equitable adjustments to any contractual provisions affected thereby in accordance with the provisions of the clause of this contract entitled "Changes." The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government furnished property or delivery of such property in a condition not suitable for its intended use.

(b) *Title.* (1) Title to all property furnished by the Government shall remain in the Government. Title to all property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government in whole or in part, whichever first occurs. All Government furnished property, together with all property acquired by the Contractor, title to which vests in the Government under this paragraph, are subject to the provisions of this clause and are hereinafter collectively referred to as "Government property."

(2) Title to the Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity or personality by reason of affixation to any realty.

(c) *Use of Government property.* Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this contract.

(d) *Property management and control.* The Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation, control of and accountability for Government property, so as to assure its full availability and usefulness for the performance of this contract. The Contractor agrees to promptly receipt for all Government property in a form and manner as prescribed by the Contracting Officer. The Contractor further agrees to take all reasonable steps to comply with all directions or instructions which the Contracting Officer may prescribe regarding the management and control of Government property.

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(e) *Risk or loss.* (1) The Contractor shall not be liable for any loss of or damage to Government property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of (A) all or substantially all of the Contractor's operations at any one plant, laboratory or separate location in which this contract is being performed or (B) a separate and complete major organization, industrial or otherwise in connection with the performance of this contract;

(ii) Which results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in subparagraph (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by paragraph (d) hereof, or (B) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under paragraph (4) hereof;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) Which results from a risk expressly required to be insured under this contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement: *Provided*, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(2) If the Contractor transfers Government property to the possession and control of a subcontractor the transfer shall not affect the liability of the Contractor for loss or destruction of or damage to Government property as set forth in (1) above. The Contractor shall require the subcontractor to assume the risk of and be responsible for any loss or destruction of or damage to Government property while in the latter's possession or control, and the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received (except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract). *Provided, however*, That the subcontractor

may be relieved from such liability only to the extent that the subcontract, with the prior approval of the Contracting Officer, so provides.

(3) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, insurance, or any provisions for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provision of this contract.

(4) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, and shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best order, and furnish to the Contracting Officer a statement of:

- (i) The lost, destroyed, and damaged Government property;
- (ii) The time and origin of the loss, destruction or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

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The Contractor shall make repairs and renovations of the damaged Government property, or take such other action as the Contracting Officer directs.

(5) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate, or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of or damage to Government property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the Government property for the benefit of the Government.

(f) *Disposition of Government property.* (1) During the period of performance of this contract, the Contractor shall promptly and regularly report to the Contracting Officer, in such form and manner as the Contracting Officer may direct, concerning the status of Government property under the contract, including all Government property in the Contractor's possession which is not in use or which is excess to the needs of the contract. The Contractor shall make such disposition of Government property as the Contracting Officer may direct. The Contractor shall in no way be relieved of responsibility for Government property without the prior written approval of the Contracting Officer.

(2) Upon completion or expiration of this contract, or at such earlier date as may be fixed by the Contracting Officer, the Contractor shall render an accounting, as prescribed by the Contracting Officer, of all Government property which had come into the possession or custody of the Contractor under this

Clause No. 11 (Cont'd)

contract. Such accounting shall include inventory schedules covering all items of Government property not consumed in the performance of this contract, or not theretofore delivered to the Government, or for which the Contractor has not otherwise been relieved of responsibility. The Contractor shall deliver or make such other disposition of Government property covered in such inventory schedules as the Contracting Officer may direct.

(3) The net proceeds of any disposition of Government property, in accordance with (1) and (2) above, shall be credited to the cost of the work covered by the contract or shall be paid in such manner as the Contracting Officer may direct.

(g) *Restoration of premises.* Unless otherwise provided herein, the Government shall not be under any duty or obligation to restore or rehabilitate, or to pay the costs of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any Government property.

Clause No. 12—CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (a) Drawings, designs, or specifications; (b) method of shipment or packing; (c) place of inspection, delivery, or acceptance; and (d) the amount of Government-furnished property. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of this contract, or otherwise affects any other provisions of this contract, whether changed or not by any such order, an equitable adjustment shall be made (a) in the estimated cost or delivery schedule, or both, and (b) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change. *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled, "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Clause No. 13—NOTICE TO THE GOVERNMENT OF DELAYS

Whenever the Contractor has knowledge that any actual or potential situation, including, but not limited to, labor disputes, is delaying or threatens to delay the timely performance of the work under this contract, the Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

Clause No. 14—TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be affected by

delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

(c) After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (2) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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(c) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Any determination of costs under paragraph (c) shall be governed by the applicable contract cost principles and procedures set forth in paragraph (b)(1) of Clause 4.

(e) Subject to the provisions of paragraph (c) above, and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel. *Provided, however,* That in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

(f) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand. *Provided,* That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

(g) The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:

(1) Completed or partially completed plans, drawings, and information; and

(2) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

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Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

(h) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

Clause No. 15--RIGHTS IN DATA

(a) *Subject data.* As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this contract. This term does not include financial reports, cost analyses, and similar information incidental to contract administration.

(b) *Government rights.* Subject only to the proviso of (c) below, the Government may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all subject data delivered under this contract.

(c) *License to copyrighted data.* In addition to the Government rights as provided in (b) above, with respect to any Subject Data which may be copyrighted the Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner and for any purpose whatsoever, and to have or permit others to do so: *Provided, however,* That such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(d) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(e) *Marking and identification.* The Contractor shall mark all Subject Data with the number of this contract and the name and address of the contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

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(f) *Subcontractor data.* Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's rights in that subcontractor Subject Data.

(g) *Deferred ordering and delivery of data.* The Government shall have the right to order, at any time during the performance of this contract, or within 2 years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Government's right to use data delivered pursuant to this paragraph (g) shall be the same as the rights in Subject Data as provided in (b) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of 2 years from the date he accepts such items. When data, other than Subject Data, is delivered pursuant to this paragraph (g), payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery.

Clause No. 16--REPORTING OF ROYALTIES

If this contract involves any royalty payments in excess of \$250 or if the amount of any royalty payment in excess of \$250 is reflected in the estimated cost, the Contractor shall report in writing to the Contracting Officer, as soon as practicable during the performance of this contract, the amount of any royalties paid or to be paid by it directly to others in connection with the performance of this contract, together with (a) The names and addresses of licensors to whom such payments are made; (b) The patent numbers or patents application serial numbers (with filing dates) involved or other identification of the basis of such royalties; and (c) Information concerning the manner of computation of such royalties.

Clause No. 17--AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto, or any subcontract hereunder (including any lower tier subcontract).

Clause No. 18--NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

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(b) In the event, of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

Clause No. 19--PUBLICATION AND PUBLICITY

(a) Unless otherwise specified in this contract, the Contractor is encouraged to publish and make available through accepted channels the results of its work under this contract. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Project Officer. The Contractor shall also inform the Project Officer when the article or other work is published and furnish a copy of it as finally published.

(b) The Contractor shall acknowledge the support of the Department of Health, Education, and Welfare whenever publicizing the work under this contract in any media. To effectuate the foregoing, the Contractor shall include in any publication resulting from work performed under this contract an acknowledgement substantially as follows:

"The work upon which this publication is based was performed pursuant to Contract (insert number) with the (insert name of constituent agency), Department of Health, Education, and Welfare."

Clause No. 20--PATENT RIGHTS

(a) *Definitions.* As used in this clause, the term (1) "Invention" or "Invention or discovery" includes any art, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the Patent Laws of the United States; and (2) "Made," when used in relation to any invention or discovery, means the conception or first actual or constructive reduction to practice of such invention.

(b) *Disclosure.* Whenever an invention or discovery is made by the Contractor or its employees in the course of or under this contract, the Contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer with complete information thereon, including as a minimum (1) a complete written disclosure of each such invention, and (2) information in writing, as soon as practicable, concerning the date and identity of any public use, sale, or publication of such invention made by or known to the Contractor.

(c) *Determination of rights.* The Secretary, or his duly authorized representative, shall have the sole and exclusive power to determine whether or not, and where a patent application shall be filed and to determine the disposition of all rights in any invention made under this contract, including title to and rights under any patent application or patent which may issue thereon. The Secretary, or his duly authorized

representative may, upon the request of the Contractor, determine to exercise his option to waive rights to any such invention in foreign countries. The determination of the Secretary, or his duly authorized representative, on all these matters shall be accepted as final and the provisions of the clause of this contract entitled, "Disputes" shall not apply. The Contractor shall use his best efforts to assure that his employees who may be the inventors of any such invention will execute all documents and do all things necessary or proper to effectuate the determination of the Secretary, or his duly authorized representative, to vest in the Government the rights granted to it under this clause and to enable the Government to apply for and prosecute any patent application, in any country, covering such invention where the Government has the right under this clause to file such application.

(d) *Contractor employees and subcontractors.* The Contractor shall:

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(1) Obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract and may be reasonably expected to make inventions.

(2) Insert in each subcontract having experimental, developmental or research work as one of its purposes, a provision making this clause applicable to the subcontractor and its employees.

(e) *Reports.* The Contractor shall furnish the Contracting Officer, in addition to the information called for in paragraph (b) of this clause:

(1) Interim reports on the first anniversary of the contract, where extended or renewed, and every year thereafter listing all inventions made during the period, whether or not previously reported, or certifying that no inventions were made during the applicable period; and

(2) A final report, prior to final settlement of this contract, listing all such inventions made in the course of or under this contract, including all those previously listed in interim reports, or certifying that there are no such unreported inventions.

(f) *Withholding payment for failure to comply.* At any time during the performance of this contract, the Contracting Officer may direct that payment be withheld in the amount of 10 percent of the total amount obligated by the Government with respect to this contract or \$10,000 whichever is less. If the Contracting Officer determines that the Contractor has failed to furnish any of the written notices, disclosures, or reports required by paragraphs (b) and (e) above, until such time as the Contractor shall have corrected such failure. The withholding of any amount or subsequent payment thereof to the Contractor or the failure to withhold any amount shall not be construed as a waiver of any rights accruing to the Government under the contract. This paragraph shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provisions of a subcontract.

(g) *Acknowledgement.* With respect to any patent application on any invention made in the course of or under this contract, the Contractor shall incorporate in the first paragraph of the patent specification, and prominently in any patent issued thereon, the following statement:

"The invention described herein was made in the course of or under a contract with the U.S. Department of Health, Education, and Welfare."

A. General

The contractor is to submit an inventory and a list of items which are covered by the contract for all Government property purchased under the contract. The contractor is to be in the possession of the contract at all times. The contractor is to be in the possession of the contract at all times. The contractor is to be in the possession of the contract at all times.

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The official records must be kept in such condition that at any time of contract performance the status of Government property can be readily ascertained.

Property furnished by the contractor from Government-owned materials must be recorded as Government property immediately upon installation. Property furnished from contractor-owned materials must be recorded as Government property at the time title passes to the Government as provided by the contract.

The contractor's property control system must provide a means for identifying each item of Government property within a period of 15 days.

B. Pricing

The unit price of each item of Government property must be contained in the contractor's property control system. Unless the contractor's quantitative inventory record contains the unit prices, the supplementary records containing this information must be identified and recognized as a part of the official property records.

For Government-furnished property, copies of documents needed for record purposes, including pricing, will be furnished to the contractor by the contracting officer.

For property record purposes, taxes, transportation, and installation costs are to be considered as part of the unit price of an item.

C. Records of Expendable Property

All expendable Government property (as defined in Part 1 of this manual) must be recorded in accordance with the contractor's property control system as follows:

1. Inventory of Government Property

The contractor shall maintain an inventory of all Government property received from the Government and shall submit a copy of this inventory to the Government at the time of the final invoice. The inventory shall be maintained in accordance with the following requirements:

2. Inventory of Government Property

For each item of Government property received from the Government, the contractor's property control system must include the following information:

- (a) contract number,
- (b) name of contractor or firm,
- (c) quantity received,
- (d) date received,
- (e) quantity issued,
- (f) date issued,
- (g) balance on hand,
- (h) pending requests,
- (i) price, and
- (j) disposition action taken.

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3. Other expendable property

For other expendable property (such as small tools, protective clothing, etc.), detailed records such as requisitions, issue receipts, stock record books, etc., must be maintained.

D. Records of Nonexpendable Property

For each item of nonexpendable Government property (as defined in Part 1 of this manual), the contractor is required to maintain an individual item record containing the following minimum information:

- (a) contract number,
- (b) name of firm,
- (c) IRS identification number,
- (d) contract type and name,
- (e) manufacturer's identification number,
- (f) contract start and stop dates (when available),
- (g) acquisition document reference and date,
- (h) location of inventory input data,
- (i) location,
- (j) disposition document reference and date,
- (k) unit price.

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Accessory and auxiliary equipment that is attached to, part of, or required for operation of equipment shown on this form is included on the report of the basic item. Any accessory or auxiliary item that is not attached to, part of, or required for use with a machine item or equipment is not to be included separately. While accessory and auxiliary items that are permanently attached show items of Government property and also is separately identified.

A. Identification

Identification of equipment belonging primarily to regulated ships to the extent necessary to identify such equipment and record equipment belonging to responsible persons, however, shall be included in the final inventory submitted by the controlling officer on completion or termination of the contract as specified by Part V of these Rules.

B. Identification

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1. Equipment Labels

All responsibility Government property (as defined in Part I of this manual) shall be identified by the identification numbers. There will be furnished to the contractor on permanently adhesive labels (or "tags") to be affixed by the contractor to each item not already so identified except accessory or auxiliary equipment attached to or otherwise a part of an item of equipment not required for its normal operation. Each accessory or auxiliary item must be entered and described on the records of the item item.

The identification number must be affixed to property and recorded at the time of its receipt and acceptance by the contractor.

2. Position of Label

- (a) The identification number must be affixed on the main body of the item (not on a drawer, door, or other removable part).
- (b) It must be placed where it is conspicuous and readily visible without requiring the item to be moved, and where it will not interfere with the item's functioning, especially if it is a sensitive instrument. If the manufacturer's identification plate or label is in a readily accessible position, a position immediately above or below it is preferable to any other.

(c) The following points should be applied to the
actual work of the office with a view to
improved efficiency.

3. Working Methods

The office should be kept as efficient as possible and
the work should be done with a view to the
highest efficiency.

The office's paper handling should be checked and corrected to
avoid trouble and confusion. There should be no confusion in
the office as to the work of the office. If an official is present,
the work should be done with a view to the highest efficiency.

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It is recommended that the office should be kept as efficient as possible
and the work should be done with a view to the highest efficiency.
(The office should be kept as efficient as possible and the work should be
done with a view to the highest efficiency.)

A. Physical Inventory

The contractor is required to perform a physical inventory of Government property in the performance of the contract and to provide such documentation of any subcontractor that has in possession of Government property records under the contract. The type and frequency of physical inventory and the procedures for it constitute a necessary part of the contractor's property control system.

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For the purposes of this manual, inventory consists of rights, titles, or interests, descriptions, locations, and regarding the property involved, and maintaining the inventory similar with the property records.

As soon as possible after an inventory is completed, the contractor is required to submit to the contracting officer (Attention: Property Administration) a listing properly identifying all discrepancies disclosed by the physical inventory with a signed statement that physical inventory of all Government property was completed on a given date and that this listed property records of the contractor were found to be in agreement with the physical inventory except for the discrepancies noted.

B. Completion or Termination Inventory and Report

Immediately upon completion or termination of the contract, the contractor is required to perform a physical inventory of property for disposal purposes of all Government property except that for which it has been relieved of responsibility, and to require like action of any subcontractors in possession of Government property under the contract.

Within thirty (30) days after the contract's completion or termination, unless the contracting officer specifically approves an extension of time, the contractor is required to submit its final Government property report in the form and detail here prescribed.

1. Form

In effect, a separate report is required for each of the following property categories:

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(1) Transfer the material to the contractor.

(2) Inventory the material to the contractor.

(3) Transfer the material to the contractor.

(4) Store.

2. Inventory

Each item must be completely identified with sufficient detail to provide sufficient information to the receiving and inventorying officer or (if transfered by the Government) shipping or other department.

To the extent to which they apply, the following particulars are required:

(a) Name, make, model, type, serial number;

(b) IRS identification number;

(c) Quantity;

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(d) Cost;

(e) Condition (complete, good, fair, poor, scrap, etc.);

(f) Date and number of acquisition document (purchase order, voucher, shipping, etc.);

(g) Location (contractor's facility or other site).

3. Copies

Three (3) copies of the inventory reports must be submitted to the contracting officer (Attention: Property Administrator) unless there is a resident Government auditor at the contractor's facility, in which case the three copies must be sent direct.

4. Certification

The following certification, signed by the contractor or an authorized official, must accompany each copy of the inventory schedules:

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4. General

The contractor is required to maintain and administer its storage area with regard to safety, protection and this Part VI a program for the maintenance, repair, preservation, and proper use of Government property. It is the contractor's responsibility to identify and report any loss of property. It is provided in Part IX of this contract.

The contractor is responsible for collecting any warranties or guarantees covering Government property.

5. Preventive Maintenance

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Preventive maintenance is generally performed on a regularly scheduled basis to reduce the probability of failure. It includes early detection and correction of wear, defects, and other conditions that may lead to failure. An effective preventive maintenance program must include the following activities at least:

- (a) periodic inspection of equipment for detection of wear or disrepair, including for adjustment, repair, etc.,
- (b) regularly scheduled lubrication of bearings and moving parts in accordance with a lubrication chart or plan;
- (c) protection from exposure, deteriorating agents or conditions;
- (d) cleaning, especially equipment that will not be used for a period of time;
- (e) precautions to prevent deterioration from contamination, erosion, etc., and
- (f) proper storage and preservation.

6. Repair and Rehabilitation

The contractor's maintenance program must provide for early recognition of any need for major repair, replacement, or other rehabilitation of Government property, with prompt action as required by the terms of the contract.

1. THE PROBLEM OF THE FUTURE

There is a great deal of talk about the future of the world, but it is not clear what is meant by the word "future". It may mean the future of the world as a whole, or it may mean the future of a particular country or people.

2. THE PROBLEM OF THE FUTURE OF THE WORLD

The first question that arises in the mind is, "What is the future of the world?" The answer is, "The future of the world is uncertain." There are many factors that will influence the future of the world, and it is impossible to predict exactly what will happen. However, there are some trends that are likely to continue, and these are the ones that we should be concerned with.

3. THE PROBLEM OF THE FUTURE OF A COUNTRY

The second question that arises in the mind is, "What is the future of a country?" The answer is, "The future of a country is uncertain." There are many factors that will influence the future of a country, and it is impossible to predict exactly what will happen. However, there are some trends that are likely to continue, and these are the ones that we should be concerned with.

FORM 547
MANUAL OF CONTRACTING PROCEDURES

A. Contracting Officer's Report

All contracting officer reports of the National Institute of Health require that any contract involving blood or the purchase or fabrication of any item must not exceed \$1000.00. It is the responsibility of the contracting officer to verify that all items of nonexpendable property for defense in Part I of this manual are therefore subject to this requirement.

B. Request for Quotation

The contracting officer provides in its request for authorization all pertinent necessary for evaluation of the need for the item(s) specified and for coordination of Government sources of supply. The report or memorandum must contain no additional charges (in fee, time, printing, etc.) and must be submitted to the contracting officer.

For purchase of any item at a price exceeding \$250, three (3) completed quotations must be submitted with the request. If it is proposed to accept either of the higher quotations, the choice will not be approved without valid reasons to justify it on grounds of necessity to meet the performance requirements of the contract. Purchase of any foreign item at a price exceeding \$250.00 is prohibited in the primary.

C. Authorization

The contracting officer may authorize the purchase or proposed or with changes, or he may advise the contractor that one or more items will be furnished from Government sources. The contractor is bound by the authorization unless it is changed by the Contracting Officer.

From the effective date of this manual, all authorizations will bear an identifying COA (contracting officer's authorization) number which must be cited on the required property purchase report. Form (54-176) for this report will be enclosed with the authorization.

D. Report of Property Purchased or Fabricated

As a condition to reimbursement of expenditures for purchase or fabrication of nonexpendable property, the contractor is required to enclose with its claim for reimbursement five (5) copies of its Report of Nonexpendable Property Acquired by Contractor (54-176)

(See NIMP Manual of Instructions for Contractor's Control of Government Property)

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DESCRIPTION OF ITEM

• *UFG*

6. 2000年10月10日

80 JOURNAL OF DOCUMENTATION

DOCUMENT "B"

DAVIS FREE CLINIC

603 Fourth St.
P.O. Box 276
Davis, Calif. 95616
758-2060 (916)

DAVIS FREE CLINIC DRUG PROGRAM

HEROIN DETOXIFICATION AND DRUG ABUSE TREATMENT

Justification of Need

There are two important reasons for maintaining an outpatient detoxification unit. First of all there is a need for drug abuse treatment. This is obvious both on a national and local level. Second, to treat this problem, there needs to be several different treatment modalities available. For the problem itself has many different dimensions--different people with a multitude of causes and symptoms.

In the first area of concern, if you look around Davis in particular, you see a large youth-aged population. Of the city's 35,000 people, 15,000 are registered on the University of California campus. There are also a large number of non-student youth living in the periphery of this college or liberal atmosphere. This can be measured in the great demand for the general medical services at the Clinic. The Clinic is now seeing upwards of 400 patients in its 12 nights a month. It is in this youth group that the primary need for drug abuse treatment arises. Of the 4,214 patient-visits last year, 65%, or 155, were drug related. This was before any organized treatment plan had been instituted.

Nor can Davis or Yolo county be considered isolated from the drug problem. John Henneyer, PhD, epidemiologist at the Haight-Ashbury Free Clinic, has shown that there is a "ripple effect" of drug use patterns. In general, the Sacramento area lags only 12 to 18 months behind the Bay area in its patterns.

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In treating this problem, the Ryan Free Clinic has occupied a unique position. Historically, free clinics have offered informal, non punitive and sympathetic medical care. It is this nature which has allowed clinics to be a primary entity in general medical treatment among youth, and especially drug treatment.

It is for this purpose that the Clinic has subcontracted with the Yolo County Mental Health Service to aid them in providing medical services in the area of drug treatment. This has provided valuable links with the county health services.

The modality the Clinic has used is outpatient treatment. In Sacramento, the Agapeia Effort has provided an Inpatient Detoxification Unit as well as its general medical services. The Broderick branch of the Yolo County Public Health Department has provided another important modality with its Methadone program. These then are the only services available for treatment of drug abuse in the Yolo county and Sacramento areas.

It is important to note the advantages and the limitations of each of the different services. The methadone program is probably the most well known. This combines a legal and controlled drug maintenance with a continued outpatient contact and rehabilitative program. The disadvantage is that only 20% of the addict population, on a nationwide level, can or should be in this type of program. This was stated by Dr. Forrest Tennant at the "Alcoholism and Drug Abuse Conference, 1974", at the University of California, San Francisco. He also stated that there is a strong need in California for a non-narcotic chemotherapeutic agent in the support and treatment of addiction. This is because the addicts in California, as a whole, are not as heavily addicted to heroin as those on the East

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Court, for example. Along with this, be felt that there should be a strong program of supportive services.

This is the type of modality the Davis Free Clinic and the Aquarian Effort have tried to provide. The Aquarian Effort has an inpatient facility, where the patients are detoxified for 5 to 6 days. This, combined with their program for supportive services has helped a lot of people. However, there are a lot of other people that cannot afford to be hospitalized for even that short a period. For those who are working or going to school, this would put them in jeopardy.

For these reasons, we feel that the Outpatient Detoxification Unit provides a very needed third alternative, and one that is needed in the Yolo county and Sacramento area.

Line of Practice

The Davis Free Clinic Drug Program is an outpatient program. It combines both a chemotherapeutic assistance and counseling or other supportive services. As a community based organization, it also combines its own resources with those of the local, county and state resources. In this way it is planned that the person may make the adjustment in their own social and personal environment, to a heroin free existence.

This can be further defined by outlining three major areas or components of our program. These are: information and education; prevention and early detection; treatment, acute and chronic; and rehabilitation.

The basic source of information and education is the Clinic itself. We maintain both a library and handout collection in the clinic waiting room. These cover a wide range of subjects, including drug abuse, the various drug types, and factual information relating to their use and abuse, as well as nutritional, health and contraceptive information. In this same area, the staff has participated in both training sessions and teaching sessions. The staff have had training in general first aid, including cardio-pulmonary resuscitation, as well as a basic pharmacology course, "Pharmacology for Community Health Workers" given by the University of California Extension. They have also attended seminars and conferences such as the conference given by the National Free Clinic Council and the "Alcoholism and Drug Abuse Conference, 1974". The Medical staff, funded by a grant from the NFCC, has also given training, seminars to the Aquarian Effort Crisis Staff, the Davis Ambulance Service and the Departments of Family Practice and Community Health of the University of California, Davis, School of Medicine.

In the areas of prevention and early detection, the Clinic has depended both upon the underground advertising and the educational information provided to the community. We have seen a large number of patients due to word of mouth advertising among the drug users themselves. This in itself has accounted for a large part of our success. We have also advertised on the youth oriented radio station in Davis and Sacramento. In this way, and with referrals from the other medical clinics and counseling services, we have been able to channel the patients into some sort of satisfactory treatment for them.

For treatment and rehabilitation, the program follows the guide lines set out by the Federal government for a Central Intake Unit, and Outpatient Drug-Free. When a patient is contacted he is first given a general personal history intake to determine "where he is at" and what he wants to do about his problem. He is then given a more complete medical and drug history intake as well as a physical examination. He will then participate in a 21 day (max.) detoxification program which will include a day to day chemotherapeutic and counseling assistance. After this the patient will continue with a similar program on a weekly or monthly basis. This will include more of the supportive services as determined by the counseling and medical staff. The Clinic also provides services for drug related emergencies, and is equipped with emergency drugs and devices. In the last year, the staff was involved in 70 overdose cases.

Services to be provided

The Outpatient Program plans to combine the use of chemotherapy and supportive services in the following manner to serve between 150 to 200 patients:

PROGRAM DESIGN

The program can be divided into two parts, the initial detoxification period, and aftercare. The detoxification period will be from 7 to 21 days and will include the intake, chemotherapy, and supportive services. Aftercare will include the supportive services and eventual termination. The last period will be indeterminate in length, but in most cases a year. It will be determined by the staff to have ended when the patient has reached the goal of a heroin-free existence and is socially integrated.

The program will take place at the Davis Free Clinic. As an outpatient program it will be open Monday through Friday from 2 to 10 pm and on Saturday from 12 to 5 pm. The later hours are found to be better for those who are either in school or working.

ADMISSIONSMicro Fiched

The only requirements for admission are the following:

1. Any male or female over eighteen with a drug dependency. Those between the ages of 15 and 18 must have parents consent.
2. We will treat primarily opiate addiction, but also any other drug or polydrug abuse except alcohol.

The following agencies have indicated that they will be referring patients to us: Cowell Student Health Center, Davis Free Clinic, Aquarian Effort, Yolo County Mental Health Services, Yolo County Methadone Program, Narcotics Anonymous, Davis Police Department and other agencies.

INITIAL INTAKE

If the patient has not prearranged with us a time for the intake, the following will be done at the first visit. The patient will be seen by either the Family Nurse Practitioner, the Medical Director, or one of the counselors. At this time the following will be done:

1. Medical Intake Sheet filled out.
2. Drug History Form filled out.
3. Urine specimen collected for drug analysis.
4. At this time the goals of the program will be explained to the patient, as well as the procedures for detoxification and supportive services.
5. It will also be explained to the patient that they are the one who has to make the change, as they well know. We cannot do it for them. We are only here to make it easier by providing whatever support we can. All that we ask is a sincere participation in the program.

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Within 48 hours, or by prearrangement, the following will be done to complete the intake:

6. Complete Medical History and Physical examination to be done by Robert Mraz.
7. The following laboratory tests will be done at either Davis Clinical Laboratory, Yolo General Hospital, or the Davis Free Clinic:
 - A. CBC and Differential on all patients.
 - B. Serological test for syphilis on all patients.
 - C. Routine and microscopic urinalysis on all patients.
 - D. Urine screening for drugs. This will be done at least once weekly during the detoxification and immediately following period.

Thereafter the screening will be done at least every two weeks for the entire program. The time of collection will be unannounced and under the direct observation of one of the staff members. The test will include checks for morphine, methadone, cocaine, codeine, amphetamines, barbiturates and other drugs as indicated. The testing will be done by Ultrachem Corporation of Walnut Creek, Calif.

- E. SMA 12/60 will be done as appropriate from past history and present findings.
- F. Mantoux test for tuberculosis on all patients.
- G. Chest X-ray will be done for positive TB test or when appropriate from past history or present findings.
- H. Australian antigen with past history of hepatitis or present findings.
- I. Sickie cell test as appropriate. Micro Fiched
- J. PAP smear and culture for Gonorrhea on all patients when applicable.
- K. Tetanus toxoid booster on all.
- L. EKG as appropriate from past history or present findings.
- M. Urine test for pregnancy as appropriate.
- N. Psychological testing on all. This will consist of an interview by Rosalie Smith, a MSW intern. At this time the Intake Social History form will be filled out. Psychiatric consultation by a psychiatrist from the Yolo County Mental Health Services will also be available as needed.

At the time the initial intake is completed, the patient will be seen by the physician. He will then prescribe a course of chemotherapy. The

patient will also have been assigned an individual counselor, who will follow him throughout the time on the program. The patient's completed chart will then be reviewed by the staff involved, to include the medical director, nurse practitioner, MSW intern, and involved counselor. At this time they will come up with a plan for short term and long goals for the patient. This plan will then be reviewed by the same personnel at least every 30 days. The short term goal may include plans for detoxification, and initiation of appropriate supportive services, to make adjustments in the patient's psychological, social, educational and/or vocational environment. The long term goal will be for the patient to achieve a heroin-free and socially integrated lifestyle.

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DETOXIFICATION PERIOD

This period will last from 7 to 21 days and will include a combination of chemotherapy and supportive services.

1. Chemotherapy

- A. The patient will receive medications for 24 hours only. Each 24 hours the dosage will be reviewed by the physician and adjusted as needed.
- B. Valium or Vistaril will be used to treat nervousness and muscle cramps.
- C. Chloral hydrate will be used to treat sleeplessness.
- D. Donnatal will be used to treat gastro-intestinal upset.
- E. Other drugs may be used for symptomatic relief or at the discretion of the medical director.
- F. All medications will be passed out by either the physician or the nurse practitioner (a RN).

- G. All medications will be issued in child-proof containers and labeled as to drug, dosage, date, physician, patient and use.
 - H. A 24 hour telephone answering service with a M.D. on call will be available in case of any emergencies.
2. Each day the patient comes for medication the following will be done:
- A. The patient will be seen by the individual counselor.
 - B. The nurse practitioner will chart any subjective or objective symptoms along with the medications on the Medication and observation sheet.
 - C. Urine specimens will be collected when due.
3. Supportive Services will be initiated as indicated by the short term plan.
- A. Group counseling
- (1) Narcotics Anonymous, an independant organization based on Alcoholics Anonymous will hold groups twice weekly. A description of their program is included in the appendix.
 - (2) Another type of group will also be available. It will probably be a non-problem oriented group, but has not been organized yet.
 - (3) Both of these groups are optional, and will be held at the Davis Free Clinic.
 - (4) The leaders of the groups will write comments in each patient's chart at least once each month, to insure communication with the rest of the staff.
- B. Other supportive services include:
- (1) Education
 - a. University of California, Davis
 - b. Sacramento City College

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- c. California State University, Sacramento
- d. Adult Education, Davis Unified School District
- (2) Vocational counseling and training
 - a. Vocational Rehabilitation Program
 - b. Project Move
- (3) Job development
 - a. Alternative House
 - b. Sheltered Workshop
 - c. Local job listings
- (4) Legal services
 - a. Legal Aid Society
 - b. Woman's Job Rights
- (5) Counseling and psychiatric services
 - a. Yolo County Mental Health Service
 - b. Drug Diversion Program
 - c. Drug Education Program
 - d. The House
 - e. Suicide Prevention
 - f. Sahiya House
- (6) General medical and other services
 - a. Davis Free Clinic
 - b. Aquarian Effort
 - c. STEAC
 - d. Yolo County Methadone Program
 - e. Yolo County Welfare Services and Child Protective Services
 - f. Yolo General Hospital
 - g. Cowell Student Health Center

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AFTERCARE

Aftercare will be the period of treatment following detoxification and continuing until the patient is discharged. The treatment will primarily consist of seeing the patient on a weekly or biweekly basis as determined by the staff. It is also expected that the patient will be participating either in a job, schooling or one of the programs of support listed above.

This period may last anywhere from one month to one year. In most cases it will require a long period of followup and treatment. It will be the responsibility of the nurse practitioner to make sure that each patient is carefully followed during treatment.

TERMINATION

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A patient may be terminated for any of the following:

1. When the staff decides that the patient has met the goal of a heroin-free existence.
2. Voluntary non-participation by the patient.
3. When the patient shows a failure to cooperate in the program and is reverting to his old lifestyle.
4. When the patient is dishonest with staff and other patients.

EVALUATION

An evaluation of the program will be done at the end of the 12 month period. It will cover the effectiveness and efficiency of the drug program. The criteria will be set at that time by the evaluator, who will be one of the staff members of the Haight-Ashbury Free Clinic, San Francisco.

Facilities

The facilities and medical services available are those of the David Free Clinic. The Clinic is located in a large two-story house near the center of downtown Davis.

On the ground floor are two large rooms which serve as waiting rooms or group counseling rooms. There is also a kitchen. In the back of the house is a laboratory and bathroom. The laboratory is equipped with a refrigerator and incubator for keeping supplies and specimens. In the laboratory, the staff are trained to do sputum, urinalysis, pregnancy testing, blood drawing, and some hematological studies.

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On the second floor are four rooms and a bathroom. One room is the pharmacy and general office. Two other rooms are equipped with examining tables and equipment, so that at any one time four patients may be examined. Each of these rooms contains a small interview section. The remaining room is divided into two interviewing rooms. At any one time, the Clinic has the ability to see eight patients separately. Also, there is a small building at the rear of the house, that is used for group counseling.

The Clinic is furnished with furniture and medical equipment that has been donated over the last two years. In general it contributes to the informal and warm atmosphere that the patients find very welcome.

Continued

The Drug Program is drawing patients from the large general Sacramento area. This includes not only Davis and the other towns of Yolo and Solano counties, but also the Sacramento city area. We are also seeing individuals and communal living groups from other isolated areas of Northern California.

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The patients are from a socio-economic group similar to Berkeley and the Bay area. As with Berkeley, a university town such as Davis, we attract a lot of youth who are not in school but wish to remain in an atmosphere and environment more similar to their own life style. Many are either unemployed or only employed part-time or seasonally. Thus, although the town of Davis is generally a middle or upper-middle class population, the patients we see are mostly from the lower income bracket.

Most of our patients are Caucasian, accounting for about 80% of our drug patients seen. The remaining 20% are Asian, Black and Chicano. The percentages according to sex are more equal, about 60% male and 40% female.

The Clinic has primarily been seeing and treating these people with heroin addiction. This may range from a habit of only one year, to one of 15 years. The amount of addiction may only be a slight amount, say someone who is "chipping" or only using a spoon of heroin every two or three weeks, to some with a habit of two to five spoons a day.

Generally we see mostly heroin addicts. They constitute about 75% of our drug patients. This is not necessarily due to their being more heroin use than other drugs, in fact the inverse would seem more likely. Rather, it is probably due to a combination of factors. Some of these are that heroin users run into more medical problems due to intravenous use

and more continual usage. They are also a more tightly knit group of people, and they have come to know that we are one of the only medical facilities where they can get care. We also see patients with problems due to addiction to other narcotics and use of barbiturates, amphetamines, cocaine, LSD and other hallucinogenics.

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APPLICANT DAVIS STEEL CO INC		SUMMARY BUDGET FOR THIS PERIOD		TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
FROM	THROUGH	APPLICANT AND OTHER	REQUESTED FROM DONOR			
Aug. 1974	July 1975					
1. PERSONAL SERVICES		24,500	3,900	15,600		
2. PATIENT CARE		15,600	200	15,400		
3. EQUIPMENT		-0-	-0-	-0-		
4. CONSTRUCTION		-0-	-0-	-0-		
5. OTHER		8,518	950	7,568		
6. TRAVEL COSTS		1,053		1,053		
7. TOTAL DIRECT COSTS		\$ 50,551	\$ 10,050	\$ 40,501		
8. REQUESTED FROM		A. FINANCIAL ASSISTANCE (Cash Award) \$ 40,501				
		B. DIRECT ASSISTANCE \$ -0-				
9. INDIRECT COST ALLOWANCE (Leave Blank)						
10. TOTAL COSTS (Leave Blank)		\$	\$	\$		
11. SOURCES OF FUNDS - APPLICANT & OTHER		(F) (S) (I) (O)	MATCHING OR COST PARTICIPATION REQUIREMENTS	OTHER		
A. Applicant's Funds			\$	\$		
\$9,500, "in kind" (volunteer; administrative services)		(O)	\$4,050	\$9,450		
B. Other Sources (Identify Each Source Separately)						
Revenue Sharing (county allocation)		(F)		550		
C. Payment for Services Provided by Project (fees, collections, etc.)						
(1) Title XIX (Medicaid)						
(2) Other						
-TOTAL			\$ 4,050	\$ 4,000		
12. INDIRECT COST (See Instructions)		_____ % & W* _____ % TAD*		DATE OF DHEW AGREEMENT: _____ ☐ REQUESTED ☐ WAIVED ☐ UNDER NEGOTIATION WITH: _____		

* IF THIS IS SPECIAL RATE (e.g., off-peak), SO INDICATE

DAVIS FREE CLINIC

PROJECT IDENTIFICATION NO.

DETAILED BUDGET FOR THIS PERIOD (DIRECT COSTS ONLY)	ANNUAL SALARY RATE	NO. MO. PROG.	% TIME	TOTAL AMOUNT REQUIRED	SOURCES OF FUNDS	
	(1)	(2)	(3)	(4)	APPLICANT AND OTHER	REVENUES AND OTHER
1. PERSONAL SERVICES						
See Budget Attachment				(24,500)	2,900	15,600
2. PATIENT CARE						
c. Group Counseling (2 grps/wk @ \$30/1/2 hr)				3,120		3,120
c. M.S.W. Intern for psych. testing and evaluation (\$15/initial intake visit)				1,560		1,560
c. Initial lab-work exam (based on 104 new or re- admitted patients)				3,000	200	7,500
c. Urine screen				3,000		3,000
3. EQUIPMENT						
						Micro Fiched
4. CONSTRUCTION						
5. OTHER						
a. Evaluator				1,000		1,000
b (1) Medical Supplies				600	300	300
(2) Contraceptives				50	50	
(3) Vaccines				180		180
(4) Drugs				2,000		2,000
(5) Record keeping @ \$40/mo.				480		480
(for 5c.--5g. see budget attachment)				(4,208)	600	3,608
6. TRAINEE COSTS				300		300
Reprints, subscriptions, audio-visual, and fees and tuition for conferences and seminars						
State Unemployment 3.0%						
F.I.C.A. 5.35% on \$7,400						
FRONT DESKETS (200)				1,053	-0-	1,053
CATEGORY TOTAL				\$ 50,551	\$ 10,040	\$ 40,511

BUDGET ATTACHMENT

DETAILED BUDGET FOR THIS PERIOD	Annual Salary Rate	No. Mos Budge	% Time	Total Amount Required	Applicant and other	Requested from HSNMA
1. Personal Services						
Full-time Medical Director of D.F.C. working 25% time on project John E. Jones, M.D.	28,800	12	25%	7,200	3,600	3,600
Full-time Family Nurse Practitioner of D.F.C. working 50% time on project not selected	15,600	12	50%	7,800		7,800
Full-time counselor of D.F.C. working 33.3% time on project Kirk	10,800	12	33.3%	3,600		3,600
Part-time Bookkeeper of D.F.C. working 50% time on project not selected	1,200	12	50%	600		600
Full-time coordinator of D.F.C. working 25% time on project Jan Huchbeck	8,000	12	25%	2,000	2,000	Micro Filled
Part-time Receptionist of DFC working 100% time on project not selected	1,200	12	100%	1,200	1,200	
Part-time site and supply supervisor of D.F.C. working 20% time on project Bill Davenport	3,000	12	20%	600	600	
Full-time medical student doing his internship at D.F.C. working 25% time on project Robert Wrook	6,000	12	25%	1,500	1,500	
5. OTHER (cont.)						
c. Travel: house calls, transportation of supplies and lab work				600	600	
e. Rent (3 of \$400/mo)				2,400		2,400
Utilities (2/3 of \$364.00)				288		288
f. Postage				120		120
Telephone				300		300
g. Malpractice (expected increase)				500		500

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ATTACHMENT B

RECEIVED
1968
 10/10/68
 10/10/68
 10/10/68
 10/10/68
RECEIVED
1968
 10/10/68
 10/10/68
 10/10/68
 10/10/68

10	150-
20	200

LIBRARY CHECK LIST

1. Medical Intake Sheet
2. Drug History
3. Medical History
4. Physical Assessment
5. Intake Social History
6. Authorization to Release Information
7. Laboratory Reports
8. Physician's Orders
9. Progress Notes
10. Daily Medication, Observation and Assessment Form

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DAVIS FREE CLINIC DRUG PROGRAM

I. Patient's Name:

Program No. _____

Last

First

Middle

Birthdate: _____

Other Identifying Data: _____

II. I hereby authorize _____

Name of doctor, hospital or other agency.

Street

City

State

Zip Code

to release information from the records of the patient identified
above to Davis Free Clinic, 603 Fourth Street, Davis, California,
95616.

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We are especially interested in: (i.e., surgery, slides, x-rays,
tests, etc.)

Authorization requested by

Mother or Father or Legal Guardian

III. I hereby authorize Davis Free Clinic Drug Program, 603 Fourth
Street, Davis, California, 95616, to release information on the
above identified patient to

Name of doctor, hospital or other agency.

Street

City

State

Zip Code

Date

Signature of Patient

Authorization obtained by

Mother or Father or Legal Guardian

AUTHORIZATION TO RELEASE INFORMATION

DRUG HISTORY

Patient's Name: _____

Program No. _____

Last _____ First _____ Middle _____

Interview Date: _____

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		Use	How Often	Are 1st Use	Time Last Dose	Usual How Dose Used	Comments
Cocaine	Past						
	Now						
Placidol	Past						
	Now						
(Qualude, Sopor)	Past						
Methaqualone	Now						
	Past						
Tranquilizers	Now						
	Past						
Valium	Now						
	Past						
Librium	Now						
	Past						
Methadone	Now						
(Reds, yellow, etc)	Past						
Barbiturates	Now						
	Past						
Darvon	Now						
	Past						
Darvon-N	Now						
	Past						
Codeine	Now						
	Past						
Sominex,	Past						
Sleco-eze	Now						
Amphetamines	Past						
(BPM Methadrine)	Now						
Hallucinogens	Past						
(LSD)	Now						
	Past						
Inhalants	Now						
Hash	Past						
Marijuana	Now						
	Past						
Cigarettes	Now						
	Past						
Alcohol	Now						
	Past						
Other--(name)	Now						

Year of 1st Opiate Use: _____ Age: _____
 Overall length of heroin use: _____ Current addition: _____
 Amount currently used: _____ Cost per day: _____
 How used: _____ Frequency: _____
 Are there any other family members addicted to heroin? _____
 How are they related? _____

Patient's Name:

Program No.

Last

First

Middle

Address:

Street

City

State

Zip Code

Phone No.

Social Security No.

Age

Birth Date

Sex: 1. Male 2. Female

Race: 1. Black 2. White 3. Mexican-American 4. Other

Marital Status: 1. Single 2. Married 3. Common-law
4. Divorced 5. Separated 6. Widowed

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High School Diploma: 1. Yes 2. No Highest Grade Completed

Working Now: 1. Yes 2. No

How many months?

Employer's Name

Address

Phone

Job Description

If unemployed, source of support: 1. AFDC 2. AID 3. Welfare
4. Parents (relatives) 5. Extra-legal 6. Other (specify)

Legal Status: 1. Parole 2. Probation 3. Pending Litigation 4. Free

Parole or Probation Officer: Name

Address

Phone

Number of Previous Convictions

Age when started using heroin daily

Number months current addiction

Number times previous detoxification

Current problem with other drugs: 1. Alcohol 2. Barbiturates
3. Amphetamines 4. No Problem 5. Other (specify)

Present medical complications: 1. No 2. Yes (specify)

Previous psychiatric treatment other than drugs: 1. No 2. Yes

(specify)

Date Admitted to Program

Interviewer

Date

PLEASE PRINT

WE _____ (FAMILY NAME) _____ (FIRST NAME) _____ (MIDDLE) _____ OCCUPATION: _____
 DATE OF BIRTH _____ PLACE OF BIRTH _____ SEX _____

THE FOLLOWING INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT INACCURACIES OR OMISSIONS MAY COMPROMISE MY HEALTH.

(DATE) _____ (SIGNATURE) _____

ADDRESS _____

PHONE _____

PARENT, LEGAL GUARDIAN, OR SPOUSE:

NAME _____

ADDRESS _____

CITY _____ PHONE _____

OCCUPATION _____

HOW TO NOTIFY IN CASE OF EMERGENCY IF ABOVE UNAVAILABLE:

NAME _____

ADDRESS _____

CITY _____ PHONE _____

MARITAL STATUS:

☐ SINGLE ☐ MARRIED ☐ DIVORCED ☐ WIDOWED

PARENTS DIVORCED OR SEPARATED? ☐ YES ☐ NO

RELIGIOUS PREFERENCE (OPTIONAL)

☐ CATH ☐ JEWISH ☐ PROT OTHER _____

Have you travelled outside the U.S.?

Where? _____ When? _____

Form(s) of Contraception Generally Used:

MEDICATIONS REGULARLY TAKEN:

(INCLUDING VITAMINS, ASPIRIN, ETC.)

ARE YOU COVERED BY MEDICAL OR HOSPITAL INSURANCE?

☐ YES ☐ NO

NAME OF COMPANY _____

DO YOU HAVE A FAMILY DOCTOR? ☐ YES ☐ NO Micro Filled

NAME _____

ADDRESS _____

APPROX. DATE OF LAST VISIT _____

FAMILY HISTORY

RELATION	AGE	STATE OF HEALTH	IF DEAD, CAUSE OF DEATH	AGE AT DEATH
FATHER				
MOTHER				
BROTHERS				
AND				
SISTERS				
CHILDREN				

INDICATE WHICH BLOOD RELATIVE (PARENT, BROTHER, SISTER, AUNT, UNCLE, GRANDPARENT) HAVE HAD THE FOLLOWING

RELATION(S)

☐ APOPLEXY (STROKE), HIGH BLOOD PRESSURE, HEART DISEASE

☐ NERVOUS BREAKDOWN OR OTHER MENTAL ILLNESS

☐ GOUT

☐ DIABETES

☐ ASTHMA, HIVES, ECZEMA, OR HAY FEVER

☐ MIGRAINE (SICK HEADACHES)

☐ EPILEPSY (OR CONVULSIONS)

☐ CYSTIC FIBROSIS

☐ CANCER

☐ ULCER (STOMACH OR DUODENUM)

☐ HYPERTENSION (HIGH BLOOD PRESSURE)

☐ RHEUMATOID ARTHRITIS

☐ EPILEPSY (OR CONVULSIONS)

☐ ALZHEIMER

MEDICAL HISTORY

HAVE YOU EVER HAD OR DO YOU NOW HAVE ANY OF THE FOLLOWING? (If Yes, note age of occurrence to the right of each item.)

YES (Y)	NO (N)	YES (Y)	NO (N)	YES (Y)	NO (N)
1. HEAD					
		2. EYES			
		3. EAR, NOSE AND THROAT			
		4. NECK			
		5. HEART AND LUNGS			
		6. ABDOMEN			
		7. BONE AND JOINT			
		8. NERVOUS SYSTEM			
		9. CHRONIC DISEASES			
		10. INFECTIOUS DISEASES			
		11. MEN ONLY -			
		12. ADDITIONAL MEDICAL HISTORY			
		13. PREVENTIVE IMMUNIZATION INFORMATION			
		14. TUBERCULOSIS CLEARANCE TESTS			
		15. WOMEN ONLY -			
		16. CONTRACEPTION HISTORY			

17. Do you have a physical condition which would require special arrangements?

18. Explain affirmative answers on this page.

PHYSICAL ASSESSMENT

Name _____

1. HEIGHT _____ FT _____ INS	2. WEIGHT _____ LBS	11. BREASTS _____
3. SLENDER _____ MEDIUM _____ HEAVY _____		12. HEART _____
4. CAUC _____ NEG _____ ORIENT _____ OTHER _____		13. PULSE _____ 14. BP _____
5. EYES _____	UNCORR _____ CORR _____	15. LUNGS _____
NEAR VISION _____ R _____ L _____		16. ABDOMEN _____ PALP ORGANS _____
DISTANT VISION _____ R _____ L _____		17. GENITALIA _____ 18. HERNIA _____
CONTACT LENS _____ YES _____ NO _____		19. BACK: ISCOLIOSIS, ETC. _____
COLOR VISION _____ R _____ L _____		20. NEUROLOGIC _____ REFLEXES: R _____ L _____
6. EARS _____		21. EXTREMITIES _____ 22. JOINTS _____
CANALS _____ R _____ L _____		23. SKIN _____ ACNE _____
DRUMS _____ R _____ L _____		24. LYMPH NODES: CERV _____ AX _____ ING _____
WHISPERED VOICE _____ R _____ L _____		25. HEMOGLOBIN _____ GMS _____
AUDIO TEST _____ R _____ L _____		26. URINALYSIS: GLUC _____ ALB _____
7. NOSE: NORM _____ SPUR _____ DEV SEPT _____		MICRO _____
8. MOUTH & THROAT _____		
TONSILS: PRESENT _____ OUT _____ PATH _____		
9. NECK _____ THYROID _____		
10. CHEST (DEFORMITIES) _____		

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Examined by _____ Date _____

Subject's Name:

Program No. _____

Last

First

Middle

Date

Notes

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PROGRESS NOTES

Patient's Name:

Program No. _____

Last

First

Middle

Date

Notes

PROGRESS NOTES

Patient's Name:

Program No. _____

Last

First

Middle

OBSERVATIONS AND ASSESSMENT

MEDICATIONS

DATE



DEPARTMENT OF PUBLIC HEALTH
MENTAL HEALTH SERVICES DIVISION

COUNTY of YOLO
Woodland, California

95595

D. Orla Green, M.D., Director
Captain P. Thompson, M.D., M.S. Hyg., Program Chief

- ☐ 213 W. BEAMER, P.O. BOX 1217, WOODLAND, CA. (916) 666-4363
- ☐ 350 C ST. BRODERICK, CA. 95605 (916) 372-3290
- ☐ 510 5th ST. DAVIS, CA. 9 516 (916) 756-8004

June 21, 1974

Micro Fiche

The agencies listed below have agreed to accept referrals from the Davis Free Clinic Drug Treatment Program and provide appropriate services to these clients.

Vocational Rehabilitation program, 213 West Beamer Street, Woodland, Calif.
State and County funded program to provide information, training and employment assistance.

Project MOVE - County Superintendent of Schools office, Woodland, Calif.
Provides job experience and training for young adults.

Alternatives Program, Yolo County Probation office, Woodland, Calif.
Provides close supervision, counseling, and work experience as an alternative to prison sentence.

Sheltered Workshop - 660-6th Street, Woodland, California
Provides sheltered environment for work training and experience.

Legal Aid Society - 517 2nd St., Woodland, Calif.
Provides legal consultation and representation in civil cases

Women's Job Rights - 603-4th Street, Davis, Calif.
Legal advice specifically for women

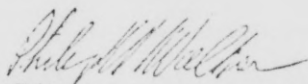
Yolo County Mental Health Services - 213 W. Beamer Street, Woodland
510 5th Street, Davis
350 C Street, Broderick
Provides evaluation, counseling and therapy for mental health patients.

Drug Diversion Program - Yolo County Probation Office, Woodland, Calif..
Treatment and rehabilitation alternative to criminal prosecution.

Drug Education Program - Yolo County Probation Office, Woodland, Calif.
Provides information and education on drugs and abuse

Driver Education Program - 510 5th Street, Davis, Calif.
Provides information and education on alcohol abuse

- The House - University of California, Davis, Calif.
Provides drop-in counseling services for students
- Suicide Prevention - 614 Sunset Court, Davis, Calif.
Provides 24 hour answering/counseling service
- Sihaya House - 401 J Street, Davis, Calif.
A live-in half-way house for mental health patients
- Davis Free Clinic - 603 4th Street, Davis, Calif.
General medical treatment, including drug abuse and family planning
- Aquarian Effort - 2104 Capitol Avenue, Sacramento, Calif. *Micro Fiched*
General medical treatment, heroin inpatient detoxification, counseling
and legal services
- STEAC - P.O. Box 1047, Davis, Calif.
24 hour emergency aid, crisis intervention, financial assistance
- Yolo County Methadone Program - 340 C Street, Yreka, Calif.
Provides methadone maintenance, counseling and therapy
- Yolo County Welfare Services and Child Protective Services - Woodland, Calif.
Provides financial and social assistance
- Diogenes House - 503 3rd Street, Davis, Calif.
24 hour drug counseling program



Philip W. Walker, Coordinator
Alcohol and Other Drug Abuse Program

COUNTY OF YOLO

Woodland, California

95695

10 Cottonwood Street, Woodland
(916) 866-8214

Broderick Branch Office
350 C Street
(916) 372-2700

May 9, 1974

YOLO COUNTY HEALTH DEPARTMENT

B. OTIS COBB, M.D.
Director of Public Health

John H. Jones, M.D.
Medical Director
Davis Free Clinic
Drug Program
401 Fourth Street
Davis, California 95615

Micro Fiches

Dear Doctor Jones:

It was a pleasure to hear today that your proposed Heroin Detoxification and Drug Abuse treatment project is moving closer to becoming a reality.

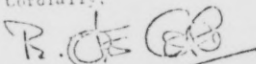
It is our pleasure to be able to enthusiastically endorse this project--as you have described it in your clinic setting.

It has been a pleasure for this department to be able to work cooperatively with the Davis Free Clinic. I know our cooperative efforts have been of value not only to your clinic and to us but more importantly to the people of the Davis area.

I have told you many times how fortunate I feel we are in Yolo County to have the advantage of your intimate knowledge with the drug scene and with drug problems and treatment in general, but even more specifically with relation to the drug using activity in this county. It is obvious that your valuable activity in this area will be enhanced as your now-to-be-funded program moves forward.

If there is more that I could do to help you with an endorsement of your activity, please do not hesitate to call upon me. Naturally you should use this letter in any way you see fit.

Cordially,



B. Otis Cobb, M.D.
Public Health Director and
Director of Mental Health

jp
cc: Phil Walker



DEPARTMENT OF PUBLIC HEALTH
MENTAL HEALTH SERVICES DIVISION

COUNTY OF YOLO
Woodland, California

95475

B. OLS CHIEF, M.D., Director
Captain P. Thomas, M.D., M.S. Hyg., Program Chief

- ☐ 213 W. BEAVER F.D. BOX 1012 WOODLAND, CA. 95666-0012
☐ 330 E ST. EURETHICK, CA. 95925-0001
☐ 215 3RD ST. DAVIS, CA. 95618-0001 (916) 796-2001

May 10, 1974

TO WHOM IT MAY CONCERN:

Micro Fiched

I have the highest regard for the services provided by the Davis Free Clinic in general and the leadership and professional insight and practice of Dr. John Jones in particular.

They have an excellent reputation in our community. They have an extremely good relationship with our Mental Health Division of the Public Health Department. They have already proven their competence in the field.

The services that the clinic proposes to provide in this particular grant are badly needed particularly for the constituency or clientele they will be serving.

I am very much concerned that they obtain funds to perform what they propose.

Very truly yours,

Philip W. Walker, Coordinator
Alcohol and Other Drug Abuse Program

PWM:ek



COUNTY OF YOLO

Woodland, California

YOLO COUNTY HEALTH DEPARTMENT

HERBERT BAUER, M.D., M.P.H.
Public Health Director

95495
10 Cottonwood Street, Woodland
(916) 666-8414

Gradenick Branch Office
350 C Street
(916) 443-9349

November 10, 1972

Micro Fiched

To Whom It May Concern:

This is to confirm that the Davis Community Free Clinic exists as primary care facility on a regular basis at Fourth and L Street in Davis, California. I have known the Director, John Jones, M.D., for many years and am glad to testify to his dedication, his competence, and his community spirit.

Sincerely,

Herbert Bauer, M.D.
Public Health Director and
Director of Mental Health

HB:er

Name of Program Yolo County

Mental Health Services

Contract No. 74-50539

THIS CONTRACT CONSISTS OF:

1. STANDARD AGREEMENT (Std. 2 Rev.)
2. SPECIAL PROVISIONS

ARTICLE I	Description of Work
ARTICLE II	Period of Performance
ARTICLE III	Compensation
ARTICLE IV	Nondiscrimination in Services, Benefits and Facilities
ARTICLE V	Contractor Personnel Standards
ARTICLE VI	Protection of Patient Records - Confidentiality
ARTICLE VII	General Services Administration Supply Sources (July 1968)
ARTICLE VIII	HEW Contract Financial Report
ARTICLE IX	Employment of Disadvantaged Youths
ARTICLE X	Defective Cost or Pricing Data
ARTICLE XI	Small Business, Labor Surplus Area, and Minority Business Enterprises
ARTICLE XII	Subcontracting Programs
ARTICLE XIII	Employment of Qualified Handicapped Persons
ARTICLE XIV	Modifications of General Provisions A (F)

EXHIBIT A	Detailed Description of Work
EXHIBIT B	Urine Testing Specifications
EXHIBIT C	Monthly Patient Load Form
EXHIBIT D	Billing Instructions

3. GENERAL PROVISIONS, NEW FORM 315A (REV. 12/72) NEGOTIATED cost-reimbursement type contract with non-profit institutions other than educational institutions.
4. ATTACHMENTS.
 1. Clause 10 Rev. 4/74, Alterations to HEW 315A
 2. Executive Order 11755
 3. FPR Section 1-12.1102, -1, -2
 4. Price Reduction for Defective Cost or Pricing Data
 5. FPR 1-3.814-2(a) audit
 6. FPR 1-3.814-3(a) Subcontractor cost or pricing data
 7. Minority Business Enterprises Subcontracting Program
 8. Instruction Manual for Control of Government Property by Contractors
 9. CODAP Handbook (Exhibit E)

Name of Program Yolo County

Contract No. 74-50539

Mental Health Services

SPECIAL PROVISIONS

Wherever the word contractor appears, unless otherwise indicated, it means the county contracting with the state under this agreement or the provider of the services contracting with the state under this agreement. Wherever the word Government appears, unless otherwise indicated, it means State of California.

ARTICLE I

Description of Work

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- A. The Contractor, independently and not as an agent of the state, shall, provide the necessary facilities, materials, services and qualified personnel to rapidly expand its existing service delivery system(s) to furnish treatment and rehabilitation to drug dependent persons in accordance with the statement of work set forth in EXHIBIT A 4/6 pages (revised 6/3/74) attached hereto and made a part of this contract. "Urine testing" specifications, EXHIBIT B, 1 page, is also attached hereto and made a part of this contract.

1. Contractor shall provide and operate a treatment facility or administrative office at the following address, and others subject to the provisions of Article III D 6 of this contract when included. 510 5th Street
Davis CA 95616

- B. All work under this contract will be monitored by the Federal Project Officer designated by the National Institute on Drug Abuse. The Project Officer is responsible for the monitoring of the contract. In no event however, is the Project Officer empowered to change any of the terms and conditions of this contract. Changes in the scope of work, contract cost, or period of performance shall only be made subject to provisions of and by a properly executed modification to this contract.

C. Maintenance of Effort

Pursuant of Public Law 92-255 monies paid to the Contractor hereunder will be in addition to the total amount of monies from other sources currently receivable, to be received, available or expected to be available for the use of the Contractor for services similar to the services required herein and will not for the term of the contract, or any extension thereof, serve to supplant, replace, substitute for, or otherwise cause, directly or indirectly a reduction of such total amount; and will not be applied to the treatment of patients whose treatment is being funded or would be funded with monies from such other sources.

Name of Program Yolo County

Contract No. 74-50000

Mental Health Services

1. The program description submitted to and accepted by the state from the contractor and sub-contractors referred to in Article III D 6 when included, together with the line item budget submitted supporting the program description, are hereby made a part of this contract by reference, excepting any part of said program description and line item budget which may be in conflict with any provisions of this contract is excluded from said reference.
2. The state desires that all work performed under this contract will accord with the statewide integrated program for care, treatment and rehabilitation of narcotic addicts and drug abusers and anticipates full cooperation and exchange of information between the provider of services and the county government.

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D. Additional Requirements

1. The Contractor shall be responsible for insuring that:
 - (a) There shall be a plan for following graduates and drop outs.
 - (b) Where necessary and appropriate, there shall be a plan for training of personnel. This plan shall include an in-service component. The state reserves the right to review all such training programs.
 - (c) There shall be evaluation programs aimed at providing meaningful feedback for program management. One annual report covering the evaluation programs must be submitted to the state.
 - (d) All prescription medications will be handled solely by licensed practical nurses, registered nurses, medical doctors or pharmacists and in accordance with Federal, State and local law.
2. Maintain accurate and adequate patient records including patient medical and treatment data in accordance with Article I, Description of Work, contained in this contract. Such records, original and complete and other administrative records shall be available for inspection and evaluation by a duly authorized representative of the State of California (and/or a Federal Government representative or representative

Name of Program Yolo County

Contract No. 74-30539

Mental Health Services

under subcontract to the Federal Government to perform evaluation services of Government funded programs). No conflict is intended nor does exist with Article 71 of this contract, to assure full compliance by contractor with this provision.

3. Develop and submit a criteria for patient admissions and terminations which shall be prepared and submitted for state approval.

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4. Furnish client related data in accordance with the requirements of the Client Oriented Data Acquisition Process (CODAP) as set forth in the National Management Handbook, dated October 1973, EXHIBIT E, attached hereto and made a part of this contract. The data and any other information required by the state, is to be furnished by contractor to the state on a quarterly basis (no later than 15 days following the close of the quarter). The information to be furnished shall be in compliance with the rules, instruction and definitions contained in the Handbook unless changed by formal amendment of the contract. The Federal Government will on an as needed basis provide technical assistance and guidance.

5. Furnish monthly patient load form (MPLF) properly completed in accordance with instruction contained on that form, each month (see EXHIBIT C).

- E. All work performed by contractor under this contract shall be under the technical guidance and direction of the state. The state may at its discretion and with good cause reallocate funds of Article III A of this contract, on the basis of more effective utilization of funds. The Contractor may require more stringent standards of treatment and care under the state-ments of work, infra, but may not relax these standards. The Contractor may augment the provisions of this contract with additional provisions which are not in conflict with the provisions in this contract; any aforementioned additional requirements, provisions or changes shall be subject to and may be made only upon specific approval by the state.

Mental Health Services

ARTICLE II

Period of Performance

Performance of this contract shall begin on _____ and shall not extend beyond the estimated completion date of June 30, 1975, unless the period is extended by amendment of the contract.

ARTICLE III

Compensation

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A. Maximum Actual Cost:

The actual cost to the state as hereafter described in this Article, including all direct and indirect costs for the performance of all work under this contract, shall not exceed the total estimated cost of \$40,500.00.

B. Cost-Sharing Provisions

1. Contractor shall be reimbursed under this Article III on a cost sharing basis for all costs incurred directly and indirectly and specifically in the performance of treatment services of this contract. Cost-sharing shall conform with applicable 01 year cost-sharing requirements as follows:

	<u>State's Share</u>	<u>Contractor's Share</u>
01 year		
For Government		
Designated Poverty		
Areas	90%	10%
For Government		
Designated Non-		
poverty Areas	80%	20%

Name of Program Yolo Co

Contract No. 74-50539

Mental Health Services

2. Contractor shall maintain records of all costs so contributed, as well as costs paid by the state. Such records shall be subject to audit and shall be in sufficient detail to properly identify the source, amount, frequency, time and other details pertinent to a proper audit trail. Costs contributed by the contractor shall not be charged to the Federal Government under any other grants or contracts (including allocation to other Federal grants or contracts as part of an independent research and development program).
3. The Contractor shall submit invoices to the state on a monthly basis in accordance with the "Billing Instructions" contained in EXHIBIT D, 3 pages, attached hereto and made a part of this contract. The certifications include on the "Claim for Reimbursement" and "Summary of Expenditures" shall be completed and signed by the authorized representative for the contractor.

C. Indirect Costs

Micro Fiched

No reimbursement will be allowed or paid to the contractor under this article, this section, or any sub-section of said article, when contractor is authorized to enter into 1st tier subcontracts as hereafter authorized under Section D 6 of this article. The following subsections of Section C of Article III are applicable only to said 1st tier Subcontractors and Contractor agrees to include the following provisions in said 1st tier contracts for the benefit of the authorized Subcontractor stated in Section D 6 of this article.

1. The allowable indirect costs under this contract shall be established in accordance with the procedure set forth in Clause 5 of the General Provisions entitled: "Negotiated Overhead Rates".
2. Indirect costs may be approved by the state during the period of this contract and shall upon such approval be reimbursed at rates established by agreement between the Subcontractor and the Federal Officer of Grants Administration Policy, Department of Health, Education and Welfare. No deviations from the established rate will be made without approval of the Officer of Grants Administration Policy as evidenced by a formal rate negotiation agreement.
3. Notwithstanding, the foregoing provisions of this ARTICLE, the Subcontractor shall, in the case of an upward adjustment of the overhead rate, comply with the requirements of Clause 3, Limitation of Cost, of the General Provisions of the contract and provide timely notification to the state, where such increase in costs causes operation of that clause.

**

Name of Program Yolo Co.

Mental Health Services

Contract No. 74-50539

D. Direct Costs

No reimbursement will be allowed or paid to the contractor under this article, this section or any subsection of said article, when contractor is authorized to enter into 1st tier subcontracts as hereafter authorized under Section D 6 of this article. The Micro Fiched following subsections of Section C of Article III are applicable only to said 1st tier Subcontractors and Contractor agrees to include the following provisions in said 1st tier contracts for the benefit of the authorized subcontractor stated in Section D 6 of this article.

The Subcontractor will be reimbursed for all costs as described below, incurred directly and specifically in the performance of this contract, claimed by the Subcontractor, and accepted by the State.

1. Salaries and wages (including fringe benefits) of employees directly employed in performing the work required by this contract.
2. Materials and services required in the performance of this contract, after deducting all discounts for the purchase of such materials and services.
3. Non-expendable property specifically required for the work under this contract in excess of the Subcontractor's otherwise normal requirements. For the purpose of this contract "non-expendable" means having a normal life expectancy of one year or more.
4. Travel expenses incurred by the Subcontractor exclusively in direct performance of this contract and not exceeding:
 - a. Cost of air travel by most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impracticable (e.g., in making reservations, would require circuitous routing or entail additional expenses offsetting the savings on fare, or would not make necessary connections); or
 - b. Cost of rail travel by most direct route, first class with lower berth or nearest equivalent.
 - c. Subsistence costs including mileage reimbursement for automobiles may be reimbursed in accordance with the established policies of the State in effect on the effective date of this contract.

**

Name of Program Yolo Co.

Mental Health Services

Contract No. 74-50539

5. Such other costs not expressly included by other provisions of this contract as should, in the opinion of the State, be included in the costs of the work called for by this contract. Approval of such costs shall be identified as being allowable under this subparagraph.

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6. The Contractor is hereby authorized to enter into 1st tier subcontracts with certain providers as listed in the State's R.F.P. dated June 3, 1974, and as modified on June 12, 1974 and June 13, 1974. Upon approval by the State of each provider's program description and line item budget, to initiate subcontracts as appropriate, under the terms and conditions of this contract and its modifications, amendments and extensions with the following providers of service as stated below. An executed copy of all 1st tier subcontracts and modifications, signed by both parties shall be furnished to the State.

<u>Address</u>	<u>Modality</u>	<u>Slots</u>	<u>Federal Share</u>
Davis Free Clinic 603 4th St. Davis, CA. 95616	Out. Detox.	30	\$40,501.00

**

Name of Program Yolo County

Mental Health Services

Contract No. 74-50539

E. Prior Authorization of Certain Direct Costs

Prior authorization in writing by the State is required for the following costs. Their incurrence with the intent of claiming reimbursement as direct costs shall therefore be at the Contractor's own risk, if without such prior authorization. Subcontracts for treatment services to narcotic addicts and drug abusers shall also be subject to the prior approval of the State.

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1. Purchase or rental of any items of personal property having a unit value of \$200.00 or more, however all items of office equipment, regardless of cost, will require approval of the Contracting Officer. (See Clause No. 9 of the General Provisions) (Prior approval shall not be required for leasing of office space).
2. Any subcontract which is \$1,000.00 or more or exceeds five (5) percent of the total estimated cost of this contract, except as authorized by subparagraph D.6** of this ARTICLE III when included.
3. Rearrangement, alteration, or relocation of facilities.
4. Any fee or other payment for consultation in excess of \$100/day/consultant or where the services of any consultant will exceed ten days during the period of this contract.
5. Travel for general scientific meeting and all travel outside the United States.
6. The purchase of any tools, instruments, equipment, textbooks, or other personal property items of any trade, profession, career, educational or training pursuit or avocation, in connection with the rehabilitation of narcotic addicts.
7. The costs of enrollment and/or tuition and fees for any formal educational training at any level (i.e., remedial, general, and advanced) either full or part-time.

Name of Program Yale County

Contract No. 74-56536

Mental Health Services

F. Level of Effort

1. Under no circumstances shall the total number of patients receiving treatment and being paid for under this contract exceed the number of treatment slots as otherwise stated in this contract. For payment purposes, the actual maximum cost as stated in Article III A is approved based upon patients under treatment occupying the above referenced treatment slots up to the maximum stated. A reasonable relationship between the amount of the monthly claim for reimbursement and the number of treatment slots filled must therefore be maintained each month. When in the judgement and opinion of the state, contractor fails to maintain a reasonable number of the treatment slots referred to in this contract filled, the state reserves the right to adjust the monthly claim for reimbursement as the state deems appropriate or to adjust the actual maximum cost of this contract stated in Article III A, in accordance with provisions of Article I E of this contract. Micro Fiched

Name of Program Yolo County

Mental Health Services

Contract No. 74-50539

ARTICLE IV

Nondiscrimination in Services, Benefits, and Facilities

The Contractor agrees to make no distinctions among participants under this contract on the basis of race, color, creed, or national origin. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: Denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. Micro Ficheo

The State reserves the right to terminate this contract in whole or in part whenever the Contractor fails to comply with the requirement of this clause.

ARTICLE V

Contractor Personnel Standards

The Contractor shall determine that all Contractor personnel of every category shall be personally and professionally qualified. Contractor shall submit a resume for each professional and para-professional person to be assigned to the contract covering their experience and qualifications. The Contractor shall indicate which person(s) is (are) appropriately licensed to perform the services required hereunder and submit his (their resume(s)).

Name of Program Yolo County Mental

Health Services _____

Contract No. 74-50539

ARTICLE VI

Protection of Patient Records (Confidentiality)

In view of the importance of protecting the patient-physician privilege, the United States Government hereby requires of the Contractor, and Contractor hereby undertakes and agrees to faithfully comply and abide with the provisions of Section 408 of Public Law 92-255 (86 Stat. 79).

ARTICLE VII

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General Services Administration Supply Sources (July 1968)

The Contracting Officer may issue and the Contractor agrees to accept an authorization to utilize United States General Services Administration supply sources for property to be used in the performance of this contract. Title to all property acquired under such an authorization shall be in the United States Government. All property acquired under such an authorization shall be subject to the provisions of the clause of this contract entitled "Government Property" except paragraphs (a) and (b) thereof.

ARTICLE VIII

HEW Contract Financial Report

The Contractor shall furnish quarterly financial reports on Form HEW-515 (4/69) Exhibit G, 2 pages attached hereto to the State in accordance with the instructions provided, in and original and two copies not later than the 15th day of the following quarter. The line item entries to be reported shall conform to those customarily included on the Contractor's reimbursement voucher. Financial reporting shall commence with a report for the first quarter following the effective date of this contract.

Name of Program Yolo County
Mental Health Services

Contract No. 74-50539

ARTICLE IX

Employment of Disadvantaged Youths

The Contractor agrees that disadvantaged youths will be given opportunities for employment, especially during summer months, to the maximum practicable extent consistent with the objectives and requirements of this contract.

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ARTICLE X

Defective Cost or Pricing Data

The following clauses, as attached, form a part of this contract:

1. Price Reduction for Defective Cost or Pricing Data (FPR 1-3.814-1(a))
2. Audit (FPR 1-3.814-2(a))
3. Subcontractor Cost and Pricing Data (FPR 1.3-814-3(a))

ARTICLE XI

Small Business, Labor, Surplus Area, and Minority Business Enterprises Subcontracting Programs

The following clauses, as attached, form a part of this contract:

1. Small Business Subcontracting Program (FPR 1-1.710-3(b))
2. Labor Surplus Area Subcontracting Program (FPR 1-1.805-3 (b))
3. Minority Business Enterprises Subcontracting Program (FPR 1-1.1310-2).

Name of Program Yolo County
Mental Health Services

Contract No. 74-50539

ARTICLE XII

Employment of Qualified Handicapped Persons

In accordance with Section 503 of Public Law 93-112, the Contractor agrees during the performance of this contract that he shall take affirmative action to employ, and advance in employment, qualified handicapped individuals as defined in Section 7 (6) of the Act. The Contractor further agrees that the provisions of this clause shall be included in all subcontracts in excess of \$2,500, of any tier, which are entered into to carry out the purposes of this contract.

ARTICLE XIII

Modifications of General Provisions

Micro Fiched

The attached General Provisions (HEW-315A, 12/72) form an integral part of this contract and are modified as follows:

Clause 1 "Definitions" is amended by changing the phrase "technical direction" in Paragraph (c) to "monitoring."

Clause 10 "Account, Audit, and Records" is deleted in its entirety and the attached clause entitled "Account, Audit, and Records, Rev. 4/74" substituted therefor.

Clause 22 "Litigation and Claims" is amended to correct a printing error: in the last sentence the word "not" is inserted and the applicable clause to read " . . . the Contractor shall not be reimbursed or indemnified by the Government for any liability loss . . . "

Clause 33 "Convict Labor" is deleted in its entirety and the attached Executive Order 11755 substituted therefor.

Clause 41 "Listing of Employment Openings" is deleted in its entirety and the attached FPR Section 1-12.1102, entitled "Listing of Employment Openings" is substituted therefor.

ADDITIONAL CLAUSE "Examination of Records by the Department of Health, Education, and Welfare," is added and reads as follows"

"The provisions of Clause 7 of the General Provisions entitled "Examination of Records" are extended to provide equal rights to duly authorized representatives of the Secretary or of the Contracting Officer."

Name of Program Yolo County

Mental Health Services

Contract No. 74-50539

ARTICLE XIV

State of California Department of Health Additional Provision.
Exhibit A (F) 4 pages, is hereby made a part of this contract.

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EXHIBIT A

FEDERAL FUNDING CRITERIA FOR TREATMENT SERVICES

The contractor/grantee, as an independent contractor/agent, and not as an agent of the Government, shall provide the necessary facilities, materials, services, and qualified personnel to furnish treatment and rehabilitation to drug dependent persons in accordance with the following:

1. The contractor/grantee shall provide and operate or lease/engage subcontractor/affiliate to provide and operate such See page 8 (modality), as may be appropriate at a site or sites to be approved by the Government.
2. Criteria to be used for patient admissions and treatment shall be established. Micro Fiched
3. All facilities shall be maintained in a clean, safe, and attractive condition and in accordance with appropriate local, state and Federal codes and other laws.
4. Appropriate furnishings for a See page 8 (modality) shall be provided.
5. At intake, an initial personal history, medical history, drug history must be taken. It is important to conduct this intake process as rapidly as possible so that clients are not discouraged from pursuing treatment. An intake not exceeding three days is optimal. The purpose of taking a medical and drug history is to immediately identify the client experiencing flashbacks, psychotic manifestations and/or severe physical illness requiring immediate psychiatric or medical care. Only when this information is collected and reviewed can the program be reasonably assured of preparing the best possible treatment plan for the client. It is in this context that a complete personal, medical, and drug history is essential for all treatment modalities.

*For the following Treatment Modalities: Outpatient Methadone, Residential Methadone, Residential Drug Free, Outpatient Drug Free, and Day Care Drug Free.

Programs having difficulty complying with any of the Federal Funding Criteria should request technical assistance from their Program Development Specialist, Division of Community Assistance, National Institute on Drug Abuse, 11000 Wilshire Boulevard, Los Angeles, California.

(Rev. 6/3/74)

6. At intake a physical examination and laboratory examination shall be performed by qualified personnel. Personnel shall perform physical examinations on clients as soon as possible after entering treatment but no later than 21 days. The physical examination shall be detailed in the treatment plan. It is particularly important that residential drug free programs perform physical examinations as soon as possible because of the possibility of infectious diseases and the close client contact. If the residential program has an induction phase it is recommended that the physical examination be performed during this time period. The minimum for a physical and laboratory examination may consist of the following:

Micro Elixes

- a. Physical examination stressing infectious disease, pulmonary, liver, cardiac abnormalities, dermatologic sequelae of addiction and possible concurrent surgical problems.
 - b. Complete blood count and differential.
 - c. Serologic test(s) for syphilis.
 - d. Routine and microscopic urinalysis.
 - e. Urine screening for drugs (toxicology).
 - f. SMA 12/60 or equivalent.
 - g. Chest X-ray.
 - h. Sickie cell, as appropriate.
 - i. Australian antigen, as appropriate.
 - j. EKG and Biological test for pregnancy, as appropriate.
7. Each new admission or readmission shall be interviewed by a mental health professional. Mental health professional is defined as "a person, who by virtue of training and experience, is capable of assessing the psychological and sociological background of a client to determine the optimum treatment plan." The staff shall take a complete personal history: family; education; vocation; legal and related areas; drug history, including kinds of drugs abused and when began, prior treatment attempts; and any other relevant information. The admission interview is viewed as the first step in treatment for all treatment modalities. The purpose of the admission

interview is to determine whether the selected mode of treatment is most appropriate for the client and to ensure that the client understands the nature of the program and the program's expectations of him. Again, our primary concern is that enough information is exchanged by the client and the program to ensure that the best possible treatment plan is designed for the client in light of his treatment needs and the program's expectations. (Note: Where a Central Intake Unit (CIU) provides the intake screening, it is the responsibility of the program to which the referral is made, to develop the individual treatment plan for each patient after careful review of the record and an interview with the client).

Micro Fiches

Individual treatment plans shall be reviewed and redetermined by the treatment team no less than every 90 days for outpatient. For all other modalities, the individual treatment plan shall be reviewed and redetermined every 30 days. Evidence of this review shall be recorded in each patient's medical record. Every treatment plan must include documented evidence of:

- a. A statement of short and long-term goals for treatment generated by both staff and client.
 - b. The assignment of a primary counselor.
 - c. A delineation of the type and frequency of counseling services to be provided.
 - d. A delineation of those supportive services needed by the individual patient.
8. The program shall designate a medical director who must take medical responsibility for the program and be licensed in the jurisdiction within which the program exists. He shall ensure that the initial evaluation is appropriately performed and that the medical needs of individual patients are periodically assayed and that, when appropriate, emergency medical services are provided. It is the responsibility of the medical director to determine what emergency medical equipment and supplies are needed in order to deal with possible overdoses and other medical emergencies. Medical services, in general should be provided through city or county medical facilities. Provision of such services is not the program's responsibility.

For those patients receiving prescription medication through the program, contact with a program physician is required at least once every four (4) weeks or more frequently, depending on patient needs.

(Rev. 6/3/74)

9. A formal written agreement must exist between the program and a licensed hospital or hospitals in the community for provision of emergency, inpatient, and ambulatory medical services as appropriate.
10. At least five hours per week of professional mental health consultation per 100 patients must be provided. The purpose of this consultation is to review selected cases and to provide assistance to staff in patient management or referral for psychiatric services. Micro Fiched
11. A variety of counseling techniques may be utilized in individual family or group counseling sessions conducted by trained personnel under the supervision of an appropriately qualified professional. In any group counseling, the size of the group shall, in general, range between 5 and 15 individuals. In outpatient methadone and outpatient drug free programs, each patient shall have available to him a minimum of 3 hours per week of counseling. In residential drug free, residential methadone, and day care drug free program, a minimum of ten hours per week of formalized counseling shall be available for each patient.
12. The following supportive services must be provided:
 - a. Education
 - b. Vocational counseling and training
 - c. Job development and placement
 - d. Legal services

To the maximum extent possible, programs shall utilize community resources. Documentation of any agreements to provide the above services must be obtained. If any program can adequately demonstrate inability to obtain the requisite supportive services, it may submit a formal request for the direct provision of these services.

13. The following procedures must be observed for urine surveillance except for outpatient drug free:
 - a. Urine specimens from each patient must be collected under appropriate supervision on a randomly scheduled

basis at least once a week and analyzed for morphine, methadone, cocaine, codeine, amphetamines, barbiturates, as well as other drugs if indicated. Breath analysis is acceptable for alcohol testing where appropriate.

- b. Laboratories used for urine testing must comply with all existing and future state and Federal proficiency testing programs. Micro Fiched
 - c. Urine testing results shall be used as a diagnostic tool and in patient management and in the determination of patient treatment plans. Patient records shall reflect the manner in which test results are utilized.
 - d. Provision for urine testing of outpatient drug free clients should be made, and used by program staff as appropriate.
14. Every patient shall be encouraged to enroll in either an education program, a job training program or gainful employment as soon as appropriate, but not later than 120 days; or in the case of a referral from a residential program, no later than 60 days after the date of transfer. Any exception to this requirement shall, in every instance, be recorded and justified in the patient's record. Clients have the right not to become involved in these programs, however, they should be encouraged to do so as a basic element of the treatment plan.
15. Each program shall establish a follow-up policy which encourages a schedule of minimum contact available for discharged patients.
16. Each program shall establish a patient record system to document and monitor patient care. This system must comply with all state and Federal reporting and confidentiality requirements.
17. An effort must be made to gear the program's hours of operation to meet the client needs. For outpatient treatment programs, consideration should be given to those clients who are employed and consequently must be able to visit the clinic outside of working hours. Clients who are not employed or involved in school or training programs are expected to schedule other activities around clinic hours. The traditional 9:00 a.m. to 5:00 p.m. work day regimen is not adequate for outpatient treatment. In fact, in clinics with large client populations, twelve-

(Rev. 6/3/74)

hour caring operations may provide necessary. However, a minimum level of operation shall be maintained.

- a. Outpatient Methadone -- no less than 7 days per week, 5 days per week at 8 hours per day (in all cases, at least 3 hours must be outside 9 a.m. - 5 p.m.) and 2 days per week at 4 hours per day.
 - b. Residential Methadone and Residential Drug Free -- 7 days per week, 24 hours per day. Micro Filled
 - c. Outpatient Drug Free -- no less than 6 days per week, 5 days at 8 hours per day (in all cases at least 3 hours must be outside 9 a.m. - 5 p.m.) and one day at 5 hours.
 - d. Day Care Drug Free -- 6 days at 10 hours per day.
 - e. Central Intake Unit -- 5 days per week at 8 hours per day.
18. Residential methadone and residential drug-free programs must provide a minimum of 3 meals per day per patient. Day care drug-free programs may provide one meal per patient per day.
 19. All programs which use methadone for detoxification and maintenance treatment must comply with the regulations of the Food and Drug Administration and also must function in compliance with all other relevant Federal and state regulations and guidelines.

Exceptions to the underlined criteria, when in line with patient needs, may be granted by your Program Development Specialist, Division of Community Assistance, National Institute on Drug Abuse, 11400 Rockville Pike, Rockville, Maryland 20852. Exceptions to other criteria will be made by: Director, Division of Community Assistance, under the advisement of the Clinical Review Board.

EXHIBIT B

Technology in the urinalysis field is rapidly changing. The Federal Government is presently working on standards for sensitivity and specificity of analytical procedures. The following guidelines have been set during this interim period.

All treatment programs (chemotherapeutic and non-chemotherapeutic modalities) must conform to the new FDA regulations for urinalysis when they are published.

Micro Panel

Urinalysis services may not be acquired from a laboratory not participating in the Federal Proficiency Testing System (when it becomes operational).

Urinalysis may not be acquired from a laboratory deemed "unsatisfactory" by the Federal Proficiency System (when it is operational and has published standards).

Urinalysis results may not be acquired from laboratories not capable of the following detections:

- a. Amphetamines
- b. Barbiturates
- c. Codeine
- d. Methadone
- e. Morphine

All positive results shall be reported to the program director within 48 hours.

For patients who have problems with non-opiate abuse, routine testing for amphetamines, barbiturates and other locally popular drugs may be indicated.

DEPARTMENT OF HEALTH, EDUCATION AND WELFARE
HEALTH SERVICES AND MENTAL HEALTH ADMINISTRATION
NATIONAL INSTITUTE OF MENTAL HEALTH
DIVISION OF NARCOTIC ADDICTION AND DRUG ABUSE

MONTHLY PATIENT LOAD

NAME OF TREATMENT CENTER

CITY AND STATE

REPORT MONTH AND YEAR

NIMH GRANT NUMBER

A. PATIENT ACTIVITY DURING MONTH

ACTIVITY	NUMBER ADDED OR DROPPED DURING MONTH	TOTAL			
1. TOTAL PATIENTS IN PROGRAM ON FIRST DAY OF MONTH					
2. New patients entering program during month					
3. Number readmitted to program during month who have then previously dropped					
4. Number dropped with program advice during month: <table border="1"> <tr> <td>a. Completed prescribed treatment</td> <td></td> </tr> <tr> <td>b. For other reasons (Specify reasons in space provided below)</td> <td></td> </tr> </table>	a. Completed prescribed treatment		b. For other reasons (Specify reasons in space provided below)		
a. Completed prescribed treatment					
b. For other reasons (Specify reasons in space provided below)					
5. Number dropped against program advice during month (Specify reasons in space provided below)					
6. Number of deaths during month (Specify details in space provided below)					
7. TOTAL PATIENTS REMAINING IN PROGRAM ON LAST DAY OF MONTH (Total of items 1, 2, 3, minus total of items 4, 5, 6)					

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☐ IMPORTANT
SEE
INSTRUCTIONS
AND
MAILING ADDRESS
ON REVERSE
SIDE

B. PATIENT LOAD ON LAST DAY OF MONTH

TREATMENT CENTER UNIT OR COMPONENT	TOTAL	TYPE OF TREATMENT MODALITY				
		Detoxification (1)	Methadone Maintenance (2)	Other Chemotherapy (3)	Drug-free Therapy (4)	Other (Specify) (5)
1. TOTAL PATIENTS REMAINING IN PROGRAM ON LAST DAY OF MONTH (Same total as item 7 above)						
a. Inpatient (Hospital)						
b. Residential Center or Therapeutic Community						
c. Outpatient						
d. Other (Specify):						

COMMENTS:

DEATH INFORMATION

Patient ID Number	Treatment Modality	Date of Death	Cause of Death (Specify if based on autopsy findings)

SIGNATURE OF PRINCIPAL INVESTIGATOR OR DESIGNEE

DATE

INSTRUCTIONS

This form provides necessary information about the number of patients entering and leaving the program during the report month as well as information about the number of patients remaining in the program on the last day of the report month. Note that the form was NCP (the common reporting cover). This cover copy is to be sent each month to the Narcotic Addict Rehabilitation Branch (NARB) at the mailing address given below; the other copy is for your records.

This report should include information on the following persons:

"Any individual who, after screening for eligibility, has been assigned to a detoxification, treatment, or rehabilitation component, and physically reports to that component, or receives any prescribed narcotic such as methadone or narcotic antagonist such as naloxone or cyclazocine."

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PART A - PATIENT ACTIVITY DURING MONTH

Lines 1, 2, and 3 - Self explanatory

Lines 4, 5, and 6 - Refer to those patients dropped or discharged from the program during the month for the reasons specified.

Line 4 - Include the number who were discharged with program approval or advice. For example:

Item a. - Completed prescribed treatment. Indicate the number of patients who completed their course of treatment, "graduates," etc.

Item b. - For other reasons. Include such reasons as referrals to a non-affiliated program.

Line 5 - Include the number who drop out of the program on their own by not returning for treatment (splittees).

Line 6 - Record the number of deaths occurring during the month and in the space below provide specific death information. Do not hold up the monthly report to await autopsy findings, but send more complete death information to NARB as it becomes available.

Line 7 - This is the total number of patients remaining in the program on the last day of the month. This is also the total brought forward to LINE 1 of PART B. (It is also the number carried forward to the next month).

PART B - PATIENT LOAD ON THE LAST DAY OF THE MONTH

This section applies to patients remaining in the program at the end of the month by type of treatment and component.

TREATMENT MODALITY

Refers to the type of treatment being provided for the patient.

TOTAL - Represents the total of Columns 1 through 5 across, and rows "a" through "d" down.

Column 1 - Detoxification. Include the number of patients who are still undergoing detoxification or withdrawal as of the end of the report month.

Column 2 - Methadone Maintenance. Report here those patients who are assigned to a methadone maintenance regime, or any patient in your care who receives methadone for any period in excess of thirty days for any reason.

Column 3 - Other Chemotherapy. Include other prescribed chemotherapy such as narcotic antagonists (naloxone or cyclazocine).

Column 4 - Drug-Free Therapy. Include in this category, patients who are assigned to a drug-free therapy program.

Column 5 - Other (Specify). Use this column to describe some other treatment, or when such medication as supportive tranquilizers have been prescribed (usually in drug-free therapy programs).

THIS REPORT IS DUE IN THE RESEARCH AND EVALUATION SECTION, NARCOTIC ADDICT REHABILITATION BRANCH, BY THE FIFTEENTH OF THE MONTH FOLLOWING EACH REPORT MONTH. MAIL COMPLETED REPORT TO: →

National Institute of Mental Health
Narcotic Addict Rehabilitation Branch
Research and Evaluation Section
Parklawn Building, Room 13A-38
5600 Fishers Lane
Rockville, Maryland 20852

Name of Program Yuba CountyContract No. 91-00000Mental Health Services

BILLING INSTRUCTIONS

Negotiated Cost Reimbursement Contracts

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I. INTRODUCTION

These instructions are provided for the use by Contractors in the preparation and submission of vouchers or invoices requesting reimbursement for work performed on negotiated cost type contracts. Reimbursement procedures related to negotiated cost type contracts involve the preparation and submission by contractors of adequately prepared claims to the Government. The submission of the vouchers as suggested herein will reduce correspondence, and other causes for delay, to a minimum and will thus assure prompt payment to the Contractor.

II. FORMS

Billings shall be prepared and submitted on a monthly basis as soon after the first day of the month as practicable to claim reimbursement for costs of the preceeding month. A detail and a summary of expenditures shall support each claim for reimbursement. (Exhibit A and B are attached). The certifications on both billing forms must be completed in full and signed by the responsible and authorized representative for the contractor before payment can be made under terms of this contract.

III. DISTRIBUTION

Original voucher and four carbon copies of each form must be submitted directly to:

Department of Health
Drug Abuse Services Section
Federal Funds Contract Administration
744 P Street
Sacramento, CA 95814

NAME OF PROGRAM:

CONTRACT NO.:

Expenditures: Claim for reimbursement

Month of:

Contract year:

Cost sharing ratio /

Area Designation: Pov/Non Pov

Patients in Treatment

Cost This
Billing Period
(Total Cost)*
2000REIMBURSEMENT
Source of FundsProviders
Matching FundsRequested By
Government

1st Day

Last Day

Total Treated

1. Person/
Services
(Name)

Service

2. Patient
Care

3. Equipment (Description)

Total Cost

4. Construction

Total Cost

5. Other

6. Trainee Costs

Total Direct Costs

Indirect Costs

Total Costs (Contract Amt.)

Cost to Date

% of Total

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* Code for Providers Matching Funds

S - Staff Services
VS - Volunteer Services
F - Fees
CI - Capital Improvements
OI - Short Doyle
OS - Short Doyle
W - Welfare
M - Medicare
C - Contributions & Donations
FS - Program Support
A - Administrative Services
O - Other

"The undersigned certifies that the cost of services reimbursable to the contractor and, if applicable, the amount of fee earned by the contractor, up to the date of this certificate are not less than the total payments received as claimed by the contractor under the contract (including the payment claimed herewith) and that the contractor to the best of his knowledge and belief has fully complied with the terms and conditions of the contract";

and further

"The undersigned certifies that the amounts invoiced herein do not exceed the contract price and are in full conformance with the provisions of Title X, Defective Cost or Pricing Data, and clauses 1, 2 & 3 which form a part of this contract";

and further

"The undersigned certifies that the patient histories, physical examinations, laboratory tests, counseling, and other services required in Article 1 of the contract have been completed in the numbers required under this contract."

Name of Contractor _____

By _____
signature

Title _____

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Name of Program _____

Contract No. _____

EXHIBIT B

SUMMARY OF EXPENDITURES IN
SUPPORT OF CLAIM FOR REIMBURSEMENT

Month of: _____

Contract Reference	Expenditure Category*	Amount Previously Claimed	Amount Claimed This Period	Cumulative Total
Paragraph 1	Salaries			
Paragraph 3	Transportation			
Paragraph 5	Equipment, Materials and Supplies			
Paragraph 7	Overhead			

where Filled

"The undersigned certifies that the cost of services reimbursable to the contractor and, if applicable, the amount of fee earned by the contractor, up to the date of this certificate are not less than the total payments received as claimed by the contractor under the contract (including the payment claimed herewith) and that the contractor to the best of his knowledge and belief has fully complied with the terms and conditions of the contract";

and further

"The undersigned certifies that the amounts invoiced herein do not exceed the contract price and are in full conformance with the provisions of Title X, Defective Cost or Pricing Data, and clauses 1, 2 & 3 which form a part of this contract";

and further

"The undersigned certifies that the patient histories, physical examinations, laboratory tests, counseling, and other services required in Article 1 of the contract have been completed in the numbers required under this contract."

(Name of Contractor)

By _____

Title _____

* Equipment purchases must be itemized on Standard Form No. 1035 for Purchases and Services Other Than Personal, or Substitute Form.

LEGAL AID SOCIETY OF SACRAMENTO COUNTY

YOLO COUNTY LAW OFFICE
517 SECOND STREET WOODLAND, CALIFORNIA 95695
662-1065 • 447-5798

June 24, 1974

Davis Free Clinic
603 Fourth Street
Davis, California

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ATTEN: William Tozier, RN

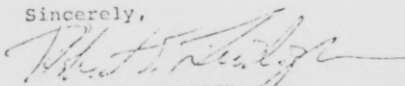
Re: Support for Davis Free Clinic

Dear Mr. Tozier:

I am writing to express my personal support for the Davis Free Clinic and to state that my agency, the Legal Aid Society of Sacramento County, Yolo County Law Office, stands ready to assist referrals you make to us for appropriate services for those persons who are qualified under our guidelines. We are always happy to work with other community-based organizations in attempting to better serve the low-income people of Yolo County.

I look forward to working with you on a cooperative effort whenever the occasions warrants and it is my hope that you will continue with your fine work in filling a very real need in the community.

Sincerely,



ROBERT E. LEIDIGH
Directing Attorney

REL:sd

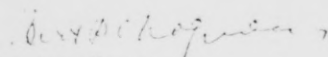
YOLD GENERAL HOSPITAL
170 WEST BEAVER STREET
WOODLAND, CALIFORNIA
95695

June 24, 1974

TO WHOM IT MAY CONCERN:

Dr. John H. Jones, 608 Cordova Place, Davis, California is a member of the
COURTESY STAFF of this hospital and as such is authorized to admit and
treat patients.

Sincerely,



Bert P. Chagnon
Administrator

BPC:sc

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Davis Joint Unified School District /

DAVIS ADULT SCHOOL
Robert M. Van Dyne, Principal

Robert Hardenhorn, District Superintendent
Marvin Kahn, Associate Superintendent
Mary Ellen Dolein, Assistant Superintendent
Instructional Services

24 Russell Boulevard
Davis, California 95616
Telephone (916) 756-0164

Mr. William Tozier
Davis Free Clinic
603 Fourth Street
Davis, California 95616

June 24, 1974

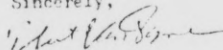
Dear Mr. Tozier:

In answer to your letter of June 21, 1974, participation by patients of the Davis Free Clinic in appropriate programs offered by the Davis Adult School would certainly be welcomed. The Davis Adult School has no specific programs in the rehabilitation of drug patients; however, we will be glad to facilitate needs that the general curriculum of the Davis Adult School can accommodate.

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If you have further questions, please questions.

Sincerely,


Robert M. Van Dyne

John H. Jones, B.S., M.D.

Medical Director, Davis Free Clinic
Program Physician, Davis Free Clinic Drug Program
Staff Physician, University of California, Davis, Cowell Student
Health Center
Consultant, Aquarian Effort Detoxification Unit

PERSONAL DATA

Date of Birth: November 12, 1920
Marital Status: Married

MILITARY

Pilot, U.S. Army Air Corps 1941-1945. Prisoner-of-war, Germany
1944-1945

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EDUCATION

Undergraduate: Baylor University, Waco, Texas 1937-1941 B.S. 1941
Medical School: University of Tennessee, Memphis, Tenn. 1945-1949
M.D. 1949
Internship: U.S. Navy, Bremerton, Wash. 1950
Residency: University of Texas, Robert Greene Hospital, San
Antonio, Texas. General Practice 1951
U.S. Navy, Mare Island, Vallejo, Calif. OB-GYN 1952

LICENSES

State of California #C-14135 A3 1342170

MEMBERSHIPS

Pacific College Health Association
Staff Member Haight Ashbury Medical Clinic, San Francisco
Member of Yolo County Technical Advisory Committee on Alcohol and
Drug Abuse
Member Davis Coordinating Committee on Alcohol and Drug Abuse
Medical Advisor Yolo County Family Planning Association
Consultant Aquarian Effort Detoxification Unit
National Free Clinic Council and Western Regional Section
Golden Empire Comprehensive Health Council
Staff Member Yolo General Hospital

MEDICAL EDUCATION ACTIVITIES

Davis Medical Group, General Practice 1952-1960
Cowell Student Health Center, UCD, Davis, Calif., General Practice
1960-
Lecturer in UCD Med School, Dept. of Community Health.
Preceptor for medical students and nurse practitioners of UCD
Medical School, Dept. of Family Practice
Director of Davis Free Clinic 1972-

John H. Jones, M.D.

HONORS

Alpha Omega Alpha Medical Honor Society 1949
Liberty Bell Award, Yolo County Bar Association 1972
Humanitarian of the Year Award, Davis Human Relations Council 1971

LECTURES AND COMMUNITY ACTIVITIES

He has become the major consultant for drug abuse in Yolo County. He has lectured to practically every service organization, school system and medical committee in Yolo County. He is currently on several committees through out the county dealing with medical and social problems.

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Clause No. 21—KEY PERSONNEL

Where "key personnel" have been identified in this contract, it has been determined that such named personnel are necessary for the successful performance of the work under this contract, and the Contractor agrees to assign such personnel to the performance of the work under this contract, and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned personnel is unavailable for assignment for work under the contract, the Contractor shall immediately notify the Contracting Officer to that effect and shall, subject to the approval of the Contracting Officer without formal modification to the contract, replace such personnel with personnel of substantially equal ability and qualifications.

Clause No. 22—LITIGATION AND CLAIMS

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The Contractor shall give the Contracting Officer immediate notice in writing of (a) any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract, including, but not limited to, the performance of any subcontract hereunder, and (b) any claim against the Contractor the cost and expense of which is allowable under the clause entitled "Allowable Cost." Except as otherwise directed by the Contracting Officer, the Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action or claim. To the extent not in conflict with any applicable policy of insurance, the Contractor may, with the Contracting Officer's approval, settle any such action or claim. If required by the Contracting Officer, the Contractor shall (a) effect an assignment and subrogation in favor of the Government of all the Contractor's rights and claims (except those against the Government) arising out of any such action or claim against the Contractor, and (b) authorize representatives of the Government to settle or defend any such action or claim, and to represent the Contractor in, or to take charge of any action. If the settlement or defense of an action or claim is undertaken by the Government, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense. Where an action against the Contractor is not covered by a policy of insurance, the Contractor shall, with the approval of the Contracting Officer, proceed with the defense of the action in good faith. The Government shall not be liable for the expense of defending any action or for any costs resulting from the loss thereof, to the extent that the Contractor would have been compensated by insurance which was required by law or regulation or by written direction of the Contracting Officer, but which the Contractor failed to secure through its own fault or negligence.

In any event, unless otherwise expressly provided in this contract, the Contractor shall be reimbursed or indemnified by the Government for any liability loss, cost or expense, which the Contractor may incur or be subject to by reason of any loss, injury, or damage, to the person or to real or personal property of any third parties as may accrue during, or arise from, the performance of this contract.

Clause No. 23—REQUIRED INSURANCE

(a) The Contractor shall procure and maintain such insurance as is required by law or regulation including, but not limited to, the requirements of Subpart 1-10.5 of the Federal Procurement Regulations (41 CFR 1-10.5), or by the written direction of the Contracting Officer. Prior written approval of the Contracting Officer shall be required with respect to any insurance policy the premiums for which the Contractor proposes to treat as a direct cost under this contract and with respect to any proposed qualified program of self-insurance. The terms of any other insurance policy shall be submitted to the Contracting Officer for approval upon request.

Clause No. 23 (Cont'd)

(b) Unless otherwise authorized in writing by the Contracting Officer, the Contractor shall not procure or maintain for its own protection, any insurance covering loss or destruction of or damage to Contractor's property.

Clause No. 24—OVERTIME

Except as authorized by Section 1-12.102-5 of the Federal Procurement Regulations as in effect on the effective date of this contract or otherwise provided in this contract, the Contractor shall not perform overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

Clause No. 25—FOREIGN TRAVEL

Micro Fiched

Foreign travel shall not be performed without the prior written approval of the Contracting Officer. As used in this clause "Foreign Travel" means travel outside the United States, its Territories and Possessions, and Canada.

Clause No. 26—QUESTIONNAIRES AND SURVEYS

In the event the performance of this contract involves the collection of information upon identical items from 10 or more persons, other than Federal employees, the Contractor shall obtain written approval from the Contracting Officer, prior to the use thereof, of any forms, schedules, questionnaires, survey plans or other documents, and any revisions thereto, intended to be used in such collection.

Clause No. 27—PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. *Provided, However,* That performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8 by 10 1/2 inches, one side only, one color.

Clause No. 28—SERVICES OF CONSULTANTS

Except as otherwise expressly provided elsewhere in this contract, and notwithstanding the provisions of the clause of this contract entitled "Subcontracting," the prior written approval of the Contracting Officer shall be required:

(a) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this contract; and

(b) For the utilization of the services of any consultant under this contract exceeding the daily rate set forth elsewhere in this contract or, if no amount is set forth, \$100, exclusive of travel costs, or where the services of any consultant under this contract will exceed 10 days in any calendar year.

Whenever Contracting Officer approval is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consultant services of a similar nature.

Clause No. 29—ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

Micro Fiched

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

Clause No. 30—CONTRACT WORK HOURS STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

Clause No. 30 (Cont'd)

(b) *Violation, liability for unpaid wages, liquidated damages.* In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

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(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontracts.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

Clause No. 31—WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-43), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

Clause No. 32—EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

Clause No. 32 (Cont'd)

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

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(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clause No. 33—CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

Clause No. 34—OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Clause No. 35--COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or incur a reservation to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Clause No. 36--BUY AMERICAN ACT SUPPLY AND SERVICE CONTRACTS

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(a) In acquiring end products, the Buy American Act (41 U.S. Code 104a) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this clause (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Secretary determines the cost to the Government to be unreasonable.

The foregoing requirements are administered in accordance with Executive Order No. 10582, dated 4 December 17, 1954.)

Clause No. 37—UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

Clause No. 38—UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this contract exceeds \$5,000.)

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(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

Clause No. 39—UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by persons group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Native Hawaiians, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Clause No. 40—PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-278, as amended, and the rate the Contractor furnishes to the Contracting Officer in his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

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(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

Clause No. 41—LISTING OF EMPLOYMENT OPENINGS

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$10,000 or more and will generate 400 or more man-days of employment.)

(a) The Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed by excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve only the normal obligations which attach to the placing of a bona fide job order but does not require the hiring of any job applicant referred by the employment service system.

(c) The periodic reports required by paragraph (a) of this clause, shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(d) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State

Clause No. 41 (Cont'd)

system of subsequent contracts. The Contractor may advise the State systems when it is no longer bound by this contract clause.

(e) This clause does not apply (1) to the listing of employment openings which occur outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands, and (2) to contracts with State and local governments.

(f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction, plant and office, laborers and mechanics, supervisory and nonsupervisory, technical, and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and representatives of his employees and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists or from union hiring halls.

(4) "Man-day of employment" means any day during which an employee performs more than 1 hour of work.

(h) The Contractor agrees to place this clause (excluding this paragraph) in any subcontract directly under this contract.

CLAUSE 10

Accounts, Audit, and Records (Rev. 4/74)

(a) The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this contract. The foregoing constitutes "records" for the purpose of this clause.

(b) The Contractor's facility (ies) or such part thereof as may be engaged in the performance of this contract and his records shall be subject at all reasonable time to inspection and audit by the Secretary or his authorized representatives.

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(c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or the time periods for particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (i) or (ii) below:

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) costs and expenses of this contract to which exception has been taken by the Contracting Officer or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d) in each subcontract hereunder with the exceptions of (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. When so inserted, changes shall be made to designate the higher-tier subcontractor at this level involved in place of the Contractor; to add "of the Government prime contract," in place of "this contract" in (B) of subparagraph (c)(ii) above.

EXECUTIVE ORDER 11755

Relating To Prison Labor

The development of the occupational and educational skills of prison inmates is essential to their rehabilitation and to their ability to make an effective return to free society. Meaningful employment serves to develop those skills. It is also true, however, that care must be exercised to avoid either the exploitation of convict labor or any unfair competition between convict labor and free labor in the production of goods and services.

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Under section 4032 of title 18 of the United States Code, the Attorney General is empowered to authorize Federal prisoners to work at paid employment in the community during their terms of imprisonment under conditions that protect against both the exploitation of convict labor and unfair competition with free labor.

Several states and other jurisdictions have similar laws or regulations under which individuals confined for violations of the laws of those places may be authorized to work at paid employment in the community.

Executive Order No. 325A, which was originally issued by President Theodore Roosevelt in 1905, prohibits the employment, in the performance of Federal contracts, of any person who is serving a sentence of imprisonment at hard labor imposed by a court of a State, territory, or municipality.

I have now determined that Executive Order No. 325A should be replaced with a new Executive order which would permit the employment of non-Federal prison inmates in the performance of Federal contracts under terms and conditions that are comparable to those now applicable to inmates of Federal prisons.

NOW, THEREFORE, pursuant to the authority vested in me as President of the United States, it is hereby ordered as follows:

SECTION 1. (a) All contracts involving the use of appropriated funds which shall hereafter be entered into by any department or agency of the executive branch for performance in any State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Trust Territory of the Pacific Islands shall, unless otherwise provided by law, contain a stipulation forbidding in the performance of such contracts, the employment of persons undergoing sentences of imprisonment which have been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by

a contractor in the performance of such contracts of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by a contractor in the performance of such contracts of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if

(1) (A) The worker is paid or is in an approved work training program on a voluntary basis;

(B) Representatives of local union central bodies or similar labor union organizations have been consulted;

(C) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

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(D) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

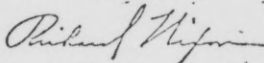
(2) The Attorney General has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of this order.

(b) After notice and opportunity for hearing, the Attorney General shall revoke any such certification under section 1(a)(2) if he finds that the work-release program of the jurisdiction involved is not being conducted in conformity with the requirements of this order or with its intent or purposes.

SEC. 2. The Federal Procurement Regulations, the Armed Services Procurement Regulations, and to the extent necessary, any supplemental or comparable regulations issued by any agency of the executive branch shall be revised to reflect the policy prescribed by this order.

SEC. 3. Executive Order No. 325A is hereby superseded.

SEC. 4. This order shall be effective as of January 1, 1974.



THE WHITE HOUSE,

December 29, 1973.

6.4-12.1102-1 Policy.

6 1-12.1102-2 Clause.

LISTING OF EMPLOYMENT OFFERINGS

(b) The contractor agrees, in order to pro-

[illegible]

(e) This clause does not apply to the filling of employment openings which are and are filed outside of the 10 States, District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(c) As used in this clause:

TABLE 1. *Continued*

(2) "O" things which are of importance to all from which the child and the "O" parents are currently or will be in no consideration will be given to the outline the contractor must do, including any adult, child and parent consents, and includes all things which the contractor receives from regularly established "O" to him." (3)

(3) "Disabled veteran" means a person entitled to disability compensation or benefits administered by the Veterans Administration for a disability incurred in or more, or a person whose disability or losses from active duty was for a disease incurred or aggravated in line of duty.

person (A) and (B) served on active duty with the Armed Forces for 6 months of their life, any part of which occurred prior August 5, 1964, and who were released therefrom with other than honorable discharge, or who were not released from active duty with an honorable discharge.

who was discharged at any time during the 36 months preceding his application for employment covered by this Act.

(4) If any such person is found to be a Vietnamese who has been in the United States for any first-time admission to the United States or refuses to comply with the provisions of this contract clause relative to the military commitments in connection with such person may file a claim with the Veterans' Administration and the Department of State to attempt to informally resolve the complaint and then refer the complaint to a report on the attempt to resolve the complaint to the State office of the Veterans' Administration Service of the Department of Defense. Such complaint shall then be referred through the Regional Administrator to the Secretary of Defense and shall constitute a basis for the Department to take such action as may be warranted in the circumstances. The contract contains no provisions of this contract and the laws and regulations applicable thereto.

(1) The contractor agrees to this clause including this paragraph (1) of subcontract directly under this contract.

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PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

If any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because:

(a) The Contractor furnished cost or pricing data which was not accurate, complete and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;

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(b) A subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data - Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;

(c) A subcontractor or prospective subcontractor furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which was not accurate, complete and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(d) The Contractor or a subcontractor or prospective subcontractor furnished any data, not within (a), (b) or (c) above, which was not accurate as submitted; the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the contract price due to defective subcontract data of a prospective subcontractor when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor: Provided, The actual subcontract price was not affected by defective cost or pricing data.

(Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

AUDIT

(a) General. The Contracting Officer or his representatives shall have the audit and inspection rights described in the applicable paragraphs (b), (c) and (d) below.

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(b) Examination of costs. If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price redeterminable contract, or any combination thereof, the Contractor shall maintain and the Contracting Officer or his representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times of the Contractor's plants, or such parts thereof, as may be engaged in the performance of this contract.

(c) Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the United States Government, shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation, pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. Additionally, in the case of pricing any change or modification exceeding \$100,000 to formally advertised contracts, the Comptroller General of the United States or his representatives who are employees of the United States Government shall have such rights. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(d) Availability. The materials described in (b) and (c) above, shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract or such lesser time specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20) and for such longer period if any, as is required by applicable statute, or by other clauses of this contract, or by (1) and (2) below:

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of 3 years from the date of any resulting final settlement.

(2) Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of.

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(c) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (c), in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the Contracting Officer under the Government prime contract.

SUBCONTRACTOR COST OR PRICING DATA

(a) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to the award of any subcontract the amount of which is expected to exceed \$100,000 when entered into;

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(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief, the cost and pricing data submitted under (a) above is accurate, complete and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each subcontract hereunder which exceeds \$100,000 when entered into except where the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder in excess of \$100,000, the Contractor shall insert the substance of the following clause:

SUBCONTRACTOR COST OR PRICING DATA-
PRICE ADJUSTMENTS

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any modification made pursuant to one or more provisions of this contract which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000. The requirements of this clause shall be limited to such contract modifications.

(b) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to award of any subcontract, the amount of which is expected to exceed \$100,000 when entered into;

(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

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(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief the cost and pricing data submitted under (b) above is accurate, complete and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds \$100,000 when entered into.

Minority Business Enterprises Subcontracting Program

- A. The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall:
1. Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 2. Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" Micro Fiched decisions.
 3. Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.
 4. Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.
 5. Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 6. Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
 7. Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph 4., above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.
- B. The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 provisions which shall conform substantially to the language of this clause, including this paragraph B., and to notify the Contracting Officer of the names of such subcontractors.

30. Small Business Subcontracting Program

- (a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall:

- (1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the Utilization of Small Business Concerns clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."
- (2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.
- (3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time. Micro Fiched
- (4) Maintain records showing (i) whether each prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:

- (A) Whether the award went to large or small business.
- (B) Whether less than three or more than two small business firms were solicited.
- (C) The reason for nonsolicitation of small business if such was the case.
- (D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records.

only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

- (5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of \$10,000 if: (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give SBA timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.
- Micro Fiched
- (6) Include the Utilization of Small Business Concerns clause in subcontracts which offer substantial small business subcontracting opportunities.
- (7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.
- (8) Submit quarterly reports of subcontracting to small business concerns on either Optional Form 61, Small Business Subcontracting Program Quarterly Report of Participating Large Company on Subcontract Commitments to Small Business Concerns, or such other form as may be specified in the contract. Except as otherwise provided in this contract, the reporting requirements of this subparagraph (8) do not apply to small business contractors, small business subcontractors, educational and nonprofit institutions, and contractors or subcontractors for standard commercial items.
- (b) A "small business concern" is a concern that meets the pertinent criteria established by the Small Business Administration and set forth in section 1-1.701 of the Federal Procurement Regulations.
- (c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting program, this contract may be terminated, in whole or in part, for default.
- (d) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Small Business Concerns clause, provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors.

31. Labor Surplus Area Subcontracting Program

(c) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall:

- (1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program";
- (2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;
- (3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules to as to facilitate the participation of labor surplus area concerns; Micro Fiched
- (4) Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause. Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation; and
- (5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(d) A "labor surplus area concern" is a concern which will perform, or cause to be performed, a substantial proportion of any contract awarded to it (1) in or near sections of concentrated unemployment or underemployment as a certified-eligible concern, or (2) a concern which will perform, or cause to be performed, a substantial proportion of any contract awarded to it in "Areas of Substantial Labor Surplus" (also called "Areas of Substantial Unemployment"), as designated by the Department of Labor. A concern shall be deemed to perform a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment if the costs that the concern will incur on account of manufacturing or production in or near such sections (by itself, if a certified concern, or by certified concerns acting as first-tier subcontractors) amount to more than 25 percent of the

contract price. A concern shall be deemed to perform a substantial proportion of a contract in a labor surplus area if the costs that the concern will incur on account of manufacturing or production performed in persistent or substantial labor surplus areas (by itself or its first-tier subcontractors) amount to more than 50 percent of the price of such contract.

- (c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns in Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

Micro Fiche

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
ALCOHOL, DRUG ABUSE, AND MENTAL HEALTH ADMINISTRATION
NATIONAL RESOURCES ON DRUG ABUSE
11400 Rockville Pike
Rockville, Maryland 20852

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INSTRUCTION MANUAL
FOR CONTROL OF GOVERNMENT PROPERTY
BY CONTRACTORS

CONTRACTS MANAGEMENT BRANCH
January 1969

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PART I
DEFINITIONS

A. Scope

This model sets forth the basic requirements to be observed by contractors in establishing and maintaining control over Government property provided for performance of contracts with the National Institute on Drug Abuse (NIDA).

Its purpose is to supply and the contract provisions that apply to Government property, but it does not supersede them. In the event of any conflict with express terms of the contract, the contract provision shall prevail.

B. Definitions (for purposes of this annex)

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1. Government property is all property provided at Government expense for performance of the contract, regardless of the method by which it is provided.
 - (a) Government-furnished property is property that is transferred into Government custody, or purchased directly by the Government, and delivered into the contractor's custody for performance of the contract. (Title to Government-furnished property remains in the Government.)
 - (b) Contractor-owned Government property is property purchased or fabricated by the contractor, the cost of which is reimbursable under the contract. (Title to property purchased by the contractor vests in the Government on its delivery by the supplier. Title to property drawn from the contractor's stocks or stores or fabricated by the contractor vests in the Government in accordance with the property provisions of the contract.)
2. Expendable property is property that may be consumed or expended in performance of the contract or incorporated into or attached to an end product to be delivered under the contract. It includes raw and processed materials, supplies, small tools, parts, components, etc.

5. Value - The value of the property shall be determined by the fair market value of the property at the time of the valuation, and the value of the property shall be determined by the fair market value of the property at the time of the valuation.
6. Value - The value of the property shall be determined by the fair market value of the property at the time of the valuation, and the value of the property shall be determined by the fair market value of the property at the time of the valuation.
7. Value - The value of the property shall be determined by the fair market value of the property at the time of the valuation, and the value of the property shall be determined by the fair market value of the property at the time of the valuation.

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PART II
CONTRACTOR'S OBLIGATIONS

A. General

The contractor shall be directly responsible and accountable, in accordance with the terms of the contract, for all Government property furnished under the contract, including any that may be in the possession or control of any subcontractor.

The contractor is required to establish and maintain, in accordance with the provisions of this part II, a system to control, protect, preserve, maintain, and account for all Government property provided under the contract, and to ensure subcontractors' compliance with the terms of the prime contract and this contract. This system is subject to review from time to time on behalf of the contracting officer, who will require any corrections or improvements he considers necessary to protect the Government's interest. The contractor is required to maintain records of Government property in accordance with Part III of this manual and the terms of the contract. These records and the position where any Government property is located must be accessible to authorized representatives of the contracting officer at all reasonable times.

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The contractor's property control system is subject to audit by the Government at any time or circumstances warrant, during the contract's performance, at the completion of termination, or at any time thereafter while the contractor is required to retain the records. All these records, including related correspondence, must be made available to the auditors.

B. Contractor's Liability

Subject to the terms of the contract, the contractor may be liable when shortages of Government property are disclosed, when Government property is lost, damaged, destroyed, or stolen, or when there is evidence of improper or unreasonable use or consumption of Government property.

The contractor is required to report to the contracting officer promptly any loss, damage, or destruction of Government property in its possession or control, or in the possession or control of any subcontractor, together with all the facts and circumstances of the case.

6

For the purpose of this contract, the contractor shall be responsible for the delivery of the material to the site of the construction of the building.

C. Form of the contract

The contract shall be in the form of the Standard Contract of the Department of the Interior, and shall be made with the contractor for property which is the contractor's responsibility. The contractor shall be responsible for the delivery of the material to the site of the construction of the building.

D. Specific responsibilities

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1. Delivery of the material

In accordance with Part VII of this contract and the provisions of the contract providing reimbursement, the contractor may purchase nonexpendable property as a direct charge to the contract only as authorized in writing by the contracting officer before the purchase is made. Each individual purchase exceeding \$1,000, whether or not nonexpendable property is included, must when authorized in writing by the contracting officer. The contractor is responsible for complying with these requirements and the terms of the contracting officer's authorization.

2. Inspection and delivery

All Government-owned property must be inspected and checked promptly. At the time of receipt, any visible, audible, or other external evidence of damage should be noted on the waybill with the signature of the contractor's agent. As soon as possible, the contractor must send the contracting officer a full report of the damage, including its extent, its apparent cause, and the estimated cost of repairs. The contracting officer will advise the contractor of the action to be taken.

If there is any error in quantity or item, or the property is received in a condition unsuitable for its intended use, the contractor must advise the contracting officer, who will take action as provided by the contract.

For damage, defect, or error in delivery of Government property purchased by the contractor, the contractor is responsible for taking all proper corrective action.

3. Reporting of Government Property

For all Government furnished property the contractor is required to maintain a schedule report to the contracting officer.

All reported Government property (as defined in Part I of this contract) shall be reported to the contracting officer in accordance with Part III of this contract and Part VII of this contract as a condition to return of the property to the Government.

4. Identification and Marking

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The contractor is required to identify all Government property and to keep it separate and distinct from all other property in its possession. Government property, not the gift of Government property, shall be marked with a firm name or trade name identifying its ownership by incorporation in an attachment to property not owned by the Government.

5. Authorization

The contractor is responsible for ensuring that Government property is used only for performance of the contract under which it is provided except other use as may be provided for by the contract or be authorized in writing by the contracting officer.

6. Maintenance and Care

The contractor is responsible for the proper maintenance and care of Government property in accordance with the terms of the contract and Part VI of this contract in order to ensure its full availability and usefulness for performance of the contract. Until relieved of responsibility, the contractor is responsible for keeping Government property in as good condition as when received except for reasonable wear, tear, and depreciation.

7. Disposition

The contractor is responsible for disposing of Government property as directed by the contracting officer. It is also the duty of the contractor to advise the contracting officer promptly of any Government property that becomes excess to requirements for contract performance and to take such action for its disposition as he may direct.

FILED

SEP 17 1974

LALRENCE E. HENNINGSON, Clerk
BARBARA A. RODGERS

AGREEMENT NO. 74- 210

(Agreement to Undertake a Program of Narcotic
and Drug Detoxification and Ancillary Services)

THIS AGREEMENT made and entered into this 30th day of
September, 1974, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter referred
to as COUNTY, and the DAVIS FREE CLINIC, a non-profit corporation,
hereinafter referred to as CLINIC,

W I T N E S S E T H :

Micro Fiched

RECITALS:

1. On or about the 30th day of September, 1974, the County of Yolo and the State of California entered into Agreement No. 74-50539, a copy of which is attached hereto, designated as Document "A".
2. By virtue of said agreement, COUNTY has funds by grant for the purpose of undertaking a program of public health which is more particularly described hereinafter. It is the intention of the parties hereto to implement the purposes of said Contract No. 74-50539 through the execution of this agreement.
3. CLINIC has proposed to undertake a program of Narcotic and Drug Detoxification and ancillary services, which proposal is attached hereto, marked Document "B". Said proposal is for a program described in Contract No. 74-50539.

AGREEMENTS:

1. CLINIC undertakes to perform and shall perform the services described in Document "B" herein, and within the provisions of, and subject to all of the terms and conditions of, said Contract No. 74-50539.
2. For said services, COUNTY shall pay to CLINIC a total sum of not to exceed FORTY THOUSAND FIVE HUNDRED ONE (\$40,501) DOLLARS.
3. Said sum shall be paid only to reimburse actual costs expended by CLINIC of written claims therefor, countersigned as approved by COUNTY, Department of Health (Mental Health Services).
4. CLINIC shall keep adequate records, ledgers, and books to enable a

- 1 complete audit of said claims and the program performance.
- 2 5. CLINIC acknowledges that it has read and is familiar with Contract
- 3 No. 74-50539, and in the performance of its undertaking herein shall
- 4 comply with all of the terms, provisions, and conditions of said agreement
- 5 applicable to its performance of this program.
- 6 6. The term of this agreement shall commence on September 30,
- 7 1974, and shall terminate on June 26, 1975. *Micro Fiched*
- 8 This agreement may be terminated by either party upon thirty days
- 9 written notice to the other of intention to terminate.

10 IN WITNESS WHEREOF, the parties hereto have executed this

11 agreement as of the day and year hereinabove set forth.

12 COUNTY OF YOLO, a political subdivision

13 of the State of California

14

15 BY W. E. Duncan

16 CHAIRMAN OF THE BOARD OF SUPERVISORS

17

18 ATTEST:

19 LAURENCE P. MENIGAN, CLERK

20

21 BY Barbara Rodgers

22 DEPUTY

23 (SEAL)

24

25 DAVIS FREE CLINIC, a non-profit corporation

26

27 BY John H. Jones M.D.

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DEPARTMENT OF HEALTH

214-724 "C" STREET
SACRAMENTO, CALIFORNIA 95814

August 2, 1974

B. Otis Cobb, M.D.
Director, Dept. of Public and Mental Health
350 C Street
Broderick CA 95605

Dear Doctor Cobb:

Subject: Federal Funding for Drug Treatment Programs

Micro Fiched

This is to advise you that the Federal funding contract between the State Office of Narcotics and Drug Abuse and the Federal government referred to in my letter of June 17/18, 1974 has been signed. A contract became effective June 27, 1974 and will expire on June 26, 1975. The contract specifically approved for funding by the State, those proposals included and agreed to in the State presentation of June 5 and 6 and as further agreed to during negotiations on June 12 and 13, 1974.

Contracts between the State and program provider or County governments will not be effective until the date the contracts are approved by the State and reimbursement can only begin as of that effective date of the contracts. No retroactive reimbursements can be made and there is no authorization to begin taking clients until the contract is effective. The program descriptions and line item budgets requested in my previous letter are being reviewed and we expect to offer a contract to provide the services soon after our review is concluded.

If the County has elected to be the contractor, the State's contract will be with the County who will, in turn, subcontract with the provider of services. If the county has elected not to be the contractor for this program, the contract will be between the State and the provider of services. The final approval for this program is as follows:

<u>Name of Program</u>	<u>Modality</u>	<u>Treatment Slots</u>	<u>Gross Program</u>	<u>Federal Share of Funding</u>
Co. MH Services				
Davis Free Clinic	Outpatient			
	Detox	30	50,551	40,501

If you have any questions, please contact Carl Dahl at (916) 322-6680.

Sincerely,

James D. Miller
James D. Miller, Chief
Drug Abuse Services Section

FILED

OCT-7-1974

LAURENCE F. HENIGAN, Clerk
PETE E. LUCAS, Deputy

AGREEMENT NO. 74-211

Extension of Lease

THIS EXTENSION OF LEASE made and entered into this 7th day of October, 1974, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and LEWIS BAIR, hereinafter called TENANT,

W I T N E S S E T H:

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RECITALS:

1. LANDLORD, pursuant to § 2-7.101, et seq. of the Yolo County Code, is authorized to lease real property without compliance with the formal bidding procedures required by statute provided the lease shall not be for a period exceeding one year and shall not exceed an estimated monthly rental of \$100.
2. LANDLORD desires to extend Yolo County Agreement No. 73-198, which consists of a lease dated the 5th day of November 1973 by and between the County of Yolo and Lewis Bair for a period of one year from the extension thereof and by execution of this lease finds that the estimated monthly rental of said real property does not exceed \$100.
3. TENANT desires to extend said lease of said real property for the purposes set forth therein.

AGREEMENTS:

1. The term of Yolo County Agreement No. 73-198 by and between the parties hereto dated the 5th day of November 1973 is hereby extended to include the period of one year commencing on November 5th 1974 and shall terminate on November 4th, 1975.
2. Said lease shall be under the same terms and conditions as set forth in said Agreement No. 73-198.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivi-
4 sion

5 BY W. E. Duncan
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

Micro Fiched

9 BY R. E. Lucas
10 DEPUTY

11 (SEAL)

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16 Lewis Bair
17 LEWIS BAIR - TENANT
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RECEIVED

OCT 24 1974

LAURENCE F. HENIGAN, Clerk

By _____

1 Deputy

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AGREEMENT NO. 74- 212

(Amendment to Emergency Employment Act Subgrantee Agreement)

LAURENCE F. HENIGAN, Clerk

By Baird Rodgers

Deputy

OCT 24 1974

THIS AGREEMENT made and entered into this 7th day of October, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as SUBGRANTEE,

W I N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto have previously entered into Agreement No. 74-134, and it is now the wishes and desires of the parties thereto to amend said agreement only as to the amount of the grant.

AGREEMENTS:

1. PROGRAM AGENT shall grant to SUBGRANTEE the sum of SEVENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-SEVEN (\$77,867.00) DOLLARS in accordance with approved applications from funds allocated to PROGRAM AGENT by Department upon approval and receipt of said amount by PROGRAM AGENT pursuant to its application to the Department.

2. All of the other terms and conditions of Agreement No. 74-134 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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PROGRAM AGENT:
COUNTY OF YOLO, a political subdi-
vision
BY Wm E Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY Barbara Rodgers
DEPUTY

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

BY Wm E Henigan

(SEAL)

MEMORANDUM

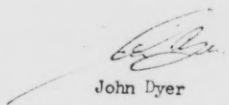
TO: Bob Barker
FROM: John Dyer
SUBJECT: Composition of UCD Additional EEA Funds
September 25th, 1974

1. The additional funds to be made available to UCD come from two sources: UCD's share of the \$11,800.00 DOL modification; and the reallocation of funds not spent due to delays in hiring.

2. The dollar amounts by source are as follows:

UD share of mod...	\$6,170.00	Micro Fiched
Cof Davis Excess..	\$ 550.00	
Cnty Yolo Excess..	\$7,274.00	
TOTAL:	\$ <u>13,994.00</u>	

3. At the time the Excess funds became identified, it was determined by Mr. Kenyon through conference with Board of Supervisors members that the County would not use the excess. Therefore, UCD was asked to estimate a use for approximately \$8,000.00, which was at that time offered to UCD.


John Dyer

RECEIVED
OCT 10 1974
LAURENCE P. HENSON, Clerk
County

FILED

OCT 13 1974

LAURENCE P. HENSON, Clerk
County of Yolo
Port & Spencer

AGREEMENT NO. 74-213

(Emergency Employment Act Subgrantee Agreement)

4 THIS AGREEMENT made and entered into this 7th day of
5 October, 1974, by and between the COUNTY OF YOLO,
6 a political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the WINTERS JOINT UNIFIED SCHOOL
8 DISTRICT, hereinafter referred to as SUBGRANTEE,

9 WITNESSETH:

Micro Fiched

10
11 RECITALS:

- 12 1. The United States Department of Labor acting under the Emergency
13 Employment Act of 1971, Public Law 92-54, hereinafter referred
14 to as Act, has designated the COUNTY OF YOLO as PROGRAM AGENT
15 under that Act.
16 2. The COUNTY OF YOLO has accepted that designation and applied
17 for funds under that Act.
18 3. Under that Act PROGRAM AGENT may allocate funds of the Act to
19 agencies of local jurisdiction within the County as Subgrantees.
20 4. The COUNTY OF YOLO as PROGRAM AGENT remains responsible to the
21 United States Department of Labor, hereinafter referred to as
22 DEPARTMENT, for assuring compliance with the Act, the regula-
23 tions and the grant conditions pertaining to the Act for itself
24 and those Subgrantees to whom it allocates funds received under
25 the Act.
26 5. SUBGRANTEE is eligible and has applied for funds under the Act,
27 and has read and is familiar with said Act, regulations, and
28 grant conditions.

29 AGREEMENTS:

- 30 1. PROGRAM AGENT shall grant to SUBGRANTEE the sum of THREE THOU-
31 SAND THREE HUNDRED FORTY-FOUR DOLLARS (\$3,344.00) in accordance
32 with approved applications from funds allocated to PROGRAM

1 AGENT by DEPARTMENT upon approval and receipt of said amount by
2 PROGRAM AGENT pursuant to its application to the DEPARTMENT.
3 2. SUBGRANTEE shall use said funds only for the purposes and
4 amounts set forth in the approved grant.
5 3. SUBGRANTEE shall comply with all requirements of the Act, the
6 regulations thereunder, and the grant conditions.
7 4. SUBGRANTEE shall comply with such disbursement and accounting
8 procedures as are established by the Auditor-Controller of
9 PROGRAM AGENT.
10 5. SUBGRANTEE shall maintain its records in the manner proscribed
11 by the regulations and other instructions of the DEPARTMENT
12 and said records will be available for audit by PROGRAM AGENT
13 and the appropriate agencies of the United States Government.
14 6. SUBGRANTEE shall maintain and make available to PROGRAM AGENT
15 such documents, records, and accounts as are required to
16 assure a proper accounting for all project funds it receives
17 and as are required to enable PROGRAM AGENT to make such re-
18 ports as are required to be made by it to the DEPARTMENT.
19 7. PROGRAM AGENT shall have the right to monitor and modify
20 SUBGRANTEE'S program through procedures similar to those used
21 by the DEPARTMENT as per Paragraph Four (4) of the grant con-
22 ditions as attached as Exhibit "A" to this Agreement.
23 8. This subgrant is subject to modification if the DEPARTMENT
24 amends the grant of PROGRAM AGENT in such a way that it affects
25 the subgrant.
26 9. SUBGRANTEE will provide a budget with all necessary backup
27 information to reflect the total amount of the subgrant and
28 provide adequate information for reports of PROGRAM AGENT.
29 10. PROGRAM AGENT retains the right to make adjustments in payments
30 in the same manner as specified in Title 29, § 55.25 of the
31 Code of Federal Regulations and to terminate a subgrant for
32 /////

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1 cause in the same manner as specified in Title 29, § 55.26 of
2 the Code of Federal Regulations.
3 11. In the event that SUBGRANTEE fails to comply with any or all
4 of the above, SUBGRANTEE shall hold PROGRAM AGENT free and
5 harmless from any and all liability caused by such non-
6 compliance, and shall reimburse PROGRAM AGENT any funds paid
7 out by PROGRAM AGENT due to such noncompliance of SUBGRANTEE.
8 12. This subgrant will not become effective and operative unless
9 and until the grant agreement between PROGRAM AGENT and the
10 DEPARTMENT has been executed, and shall terminate on March
11 31st, 1975.

12 IN WITNESS WHEREOF, the parties hereto have executed this
13 Agreement as of the day and year hereinabove set forth.

14
15 PROGRAM AGENT:
16 COUNTY OF YOLO, a political subdivision
17 BY W. E. Duncan
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19
20 ATTEST:
21 LAURENCE P. HENIGAN, CLERK
22 BY John E. Lucas
23 DEPUTY

24 (SEAL)

25
26 WINTERS JOINT UNIFIED SCHOOL DISTRICT,
27 a school district
28 BY James E. Kennedy
29
30

31 (SEAL)
32

UNITED STATES DEPARTMENT OF LABOR
MANPOWER ADMINISTRATION

Conditions Governing Grants
Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee in the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

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B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning and appropriate program administration, including employment and training of a program staff, arrangements with subcontractors and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15.7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 80% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

a. The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unexpended at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employers' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission thereof, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

BF

FILED
OCT 24 1974
LAWRENCE P. HENIGAN, Clerk
By: Paula C. Corral

YOLO COUNTY
AGREEMENT NO. 74-214

AGREEMENT FOR SEWAGE COLLECTION
AND TREATMENT
(EL MACERO SEWER INTERCEPTOR PROJECT)

THIS AGREEMENT, made and entered into this 2nd day of
October, 1974, by and between the COUNTY OF
YOLO (hereinafter referred to as "County"), and the CITY OF
DAVIS and the DAVIS MUNICIPAL SEWER FACILITIES DISTRICT NO. 1
(hereinafter referred to as "City Parties"),

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W I T N E S S E T H :

WHEREAS, County, through creation of an assessment
district pursuant to the Improvement Act of 1911, constructed
the El Macero Sewer Treatment Plant; and

WHEREAS, subsequent to construction of the El Macero
Sewer Treatment Plant a large portion of the assessment district
was annexed to the City of Davis; and

WHEREAS, on or about November 7, 1966, City and
County entered into four (4) agreements, including Agreement
No. 66-85 between the El Macero Sewer Maintenance District and
City, whereunder City would operate the El Macero Sewer Treat-
ment Plant and County would pay a proportion of the cost of
operation and maintenance of said El Macero Sewer Treatment
Plant; and

WHEREAS, the El Macero Sewer Treatment Plant has
reached capacity and the California Regional Water Quality
Control Board requires its replacement; and

WHEREAS, the City of Davis formed the Davis Municipal
Sewer Facilities District No. 1 pursuant to the Community
Facilities Law of 1911 in order to finance the construction of
sewage collection and treatment facilities to serve all areas
of the City of Davis, including those areas presently served by
the El Macero Sewer Treatment Plant; and

WHEREAS, City Parties and County are seeking a
federal/state grant for the provision of sewage collection and
treatment services to areas lying within the City of Davis and

1 the El Macero County Service Area by means of an El Macero
2 Interceptor Project and by providing present and future treatment
3 plant facilities in accordance with the provisions of this
4 agreement; Micro Fiched

5 NOW, THEREFORE, in consideration of the foregoing
6 and the following terms, covenants and conditions, it is
7 mutually agreed that:

8 I. Definitions. For the purposes of this agreement,
9 the following words and terms shall have the meanings respec-
10 tively ascribed to them by this section:

11 (A) "District" shall mean the Davis Municipal
12 Sewer Facilities District No. 1, a sewer facilities district
13 created by official action of the City Council of the City of
14 Davis.

15 (B) "City" shall mean the City of Davis;
16 references to City shall mean the City of Davis, its officers,
17 agents and employees.

18 (C) "City Parties" shall mean the City and
19 District.

20 (D) "County" shall mean the County of Yolo.

21 (E) "County Service Area" shall mean the
22 El Macero County Service Area as its boundaries now exist as
23 shown on that certain map attached hereto, marked Exhibit A,
24 and made a part hereof.

25 (F) "Assessment District" shall mean the El
26 Macero Sewer Assessment District.

27 (G) "El Macero Interceptor Project" or "Project"
28 shall mean that certain sewerage system more particularly
29 described in plans and specifications adopted on

30 (H) "Project Costs" shall refer to both direct and
31 incidental costs of construction of the El Macero Interceptor
32 Project, including, but not limited to, the following:

1 (1) Site and right-of-way acquisition,
2 including administration, surveys, appraisals, legal fees, costs
3 of litigation, title insurance. Micro Fiched

4 (2) Engineering, including administration,
5 investigation, tests, design, survey, construction supervision
6 and inspection.

7 (3) Administration costs which shall include
8 the salary and fringe benefit costs of City Parties personnel
9 demonstrated to have been incurred in connection with the
10 project by general uniform cost accounting principles employed
11 by City Parties in their internal operations.

12 (4) Construction costs, including interest
13 during construction.

14 (5) Preliminary project costs and advance
15 payments by any party hereto.

16 (I) "Operation and maintenance costs" shall refer
17 to both the direct and incidental costs demonstrated by general
18 uniform cost accounting principles employed by City Parties in
19 their internal operations to be related to operating and main-
20 taining the sewage treatment plant of City Parties and the
21 El Macero Interceptor, when completed, including, but not
22 limited to, the following:

23 (1) Labor, including salaries, fringe bene-
24 fits and administration costs.

25 (2) Material.

26 (3) Service, including power and water costs.

27 (4) Insurance and employee bonds.

28 (5) Minor improvements.

29 (6) Repairs and maintenance.

30 II. Statement of Purpose. The general purpose of
31 this agreement is to provide for sewage collection and treatment
32 to areas lying within City and the current boundaries of the
County Service Area by:

1 (A) Construction of the El Macero Interceptor
2 Project.

3 (B) Use of existing City Parties' treatment plant
4 capacity. Micro Fished

5 (C) Provision for additional future treatment
6 plant capacity.

7 (D) Operation and maintenance of sewage treatment
8 plant and collection system.

9 III. Relationship of the Parties. The relationship
10 between City Parties and County shall be that City Parties will
11 finance, own, operate and maintain City Parties' treatment
12 plant facility and El Macero Interceptor Project and will provide
13 County with capacity and treatment therein so long as County makes
14 timely payments to City under the terms of this agreement.

15 IV. Responsibilities of the Parties.

16 (a) El Macero Interceptor Project.

17 (1) From federal/state grant proceeds and
18 accumulated connection charges, City shall construct the
19 El Macero Interceptor Project in accordance with the plans and
20 specifications approved by governing bodies of both parties.

21 (2) County shall pay City 1681/7913 of the
22 amount by which project costs exceed federal/state grant, but not
23 to exceed Fifty-Seven Thousand Dollars (\$57,000.00) and shall
24 proportionately reimburse City upon claims as project expenditures
25 are incurred. In addition, within six (6) months following com-
26 pletion of the El Macero Interceptor Project, County shall convey
27 title to City of all real and personal property commonly known
28 as the El Macero Sewer Treatment Plant.

29 (3) City Parties shall permit connection to
30 the El Macero Interceptor of existing and future services within
31 the existing boundaries of the County Service Area to serve up
32 to a maximum population of One Thousand Six Hundred Eighty-One

1 (1,681) persons; however, in the event that and for so long as
2 the El Macero Interceptor or City treatment plant shall exceed
3 discharge standards imposed by a state agency of competent
4 jurisdiction not a party hereto, based upon advice of engineers
5 or other qualified experts, then neither City Parties nor
6 County shall permit additional connections.

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7 (B) City Treatment Plant.

8 (1) City Parties shall treat all sewage
9 delivered to the City treatment plant by connections to the
10 El Macero Interceptor made pursuant to this agreement.

11 (2) For each year that City Parties treat
12 county sewage and in consideration of that year's use of the
13 treatment plant, County shall pay to City, from revenue derived
14 from the County Services Area, an amount equal to that which
15 would be produced by an ad valorem property tax levied uniformly,
16 on all property within the District and County Service Area if
17 levied upon property within the County Service Area for the ser-
18 vice of the 1969 sewer bond issue, said amount to be paid in
19 two (2) equal installments on or before December 31st and June
20 30th of each fiscal year. In addition, County shall pay to
21 City from revenue derived from the County Service Area or
22 development therein, upon connection to the El Macero Inter-
23 ceptor of any sewer service within the County Service Area an
24 amount equivalent to the sewer connection charge which would be
25 levied by City or District if said service connection were within
26 the boundaries and jurisdiction of City or District. In the
27 computation of any such sewer connection charge, credit shall
28 be given to annexation fees or connection charges paid thereto-
29 fore to County, Assessment District, or County Service Area.

30 (C) Operation and Maintenance.

31 (1) City Parties shall provide operation
32 and maintenance for the sewage collection system and the treat-
ment plant.

1 (2) County's share of operation and main-
2 tenance cost shall be a fee payable from revenue derived from
3 the County Service Area for each connection within County Micro Fished
4 Service Area computed at the same rate as shall be established,
5 and from time to time revised, by City Parties as monthly charges
6 for sewer operation and maintenance to be charged connections
7 within the city. If City Parties should employ an ad valorem
8 property tax to secure revenue for operation and maintenance,
9 County's share of such cost shall be a fee payable from revenue
10 derived from County Service Area, equal to the amount which would
11 be produced by an ad valorem property tax levied uniformly on
12 all property within the district and County Service Area for
13 such operation and maintenance, if levied upon property within
14 the County Service Area.

15 (3) City shall bill County at six (6) month
16 intervals, as of each December 31st, and June 30th for its share
17 of operation and maintenance cost.

18 (D) Change in Degree of Treatment to Higher
19 Standard. County agrees that, should a higher degree of sewage
20 treatment than the treatment now contemplated be required of
21 City Parties by proper authority, it will participate with City
22 Parties employing revenue derived from the County Service Area
23 in the proportion that connections with the County Service Area
24 bear to total sewer systems connections, in the additional
25 capital and operating costs which a higher degree of treatment
26 entails. In the event improvements to said treatment plant are
27 required by any governmental agency having jurisdiction therein
28 or by City, County shall be notified by City in writing of all
29 such negotiations had with any person or governmental agency
30 involved. County shall have no obligation to participate in
31 any improvements required for higher degree of treatment unless
32 it has had the opportunity to participate in negotiations and
 plans therefor.

1 (E) Future Plant and Sewer Line Enlargements.

2 Should it become necessary in the future to enlarge the facilities for transporting, hauling and treatment of sewage, Micro Fiched
3 the cost of such enlargement shall be borne proportionately by
4 those agencies requiring or requesting additional capacity.
5 Funds for this purpose shall be provided by the parties hereto
6 on a pro rata basis and shall be deposited with City for its
7 use in executing the enlargement. Actual control of construc-
8 tion shall remain with City, all to be done according to a
9 supplemental agreement to be hereafter entered into.
10

11 (F) Nonpayment. The parties hereto recognize
12 that the monetary obligations of County provided for by this
13 agreement will be discharged solely from revenues derived from
14 the County Service Area; however, notwithstanding the unavail-
15 ability of such revenues, if within one (1) year of its obliga-
16 tion to do so County shall not appropriate and pay any such
17 sums as are required to be paid by County under the terms of
18 this agreement, County agrees to immediately take all steps as
19 are necessary to cause an immediate annexation of all areas
20 within County Service Area to the Davis Municipal Sewer
21 Facilities District No. 1 and City Parties shall immediately
22 cooperate therein and take all steps as are necessary to complete
23 said annexation.

24 V. Prior Agreement and Credit. There shall be credited
25 against any sums County is required to pay under this agreement
26 such sums as shall be paid to City of Davis by or on behalf of
27 El Macero Sewer Maintenance District pursuant to the provisions
28 of Paragraph 3 of Yolo County Agreement No. 66-85, dated November
29 7, 1966; such sums shall be credited first to the obligations
30 required of County for the construction of the El Macero
31 Interceptor Project under Paragraph IV (A) of this agreement.

32 ///

1 This agreement shall supersede and terminate Agreement No. 66-85
2 and this agreement shall supersede Agreement No. 66-86 insofar
3 as said Agreement No. 66-86 pertains to the collection or
4 treatment of sewage.

5 VI. Term of Agreement:

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6 This agreement shall remain in full force and effect
7 until termination by mutual agreement of the parties hereto, or
8 three (3) years written notice of intention to terminate by
9 either party, which termination would take effect on any
10 June 30th after retirement of all present or future bonds which
11 may at the time of such notice, be serviced by revenues paid
12 pursuant to this agreement.

13 VII. Indemnification:

14 County agrees to indemnify and hold harmless City
15 Parties, its employees, agents, and officers against any and
16 all claims, demands or causes of action allegedly arising out of
17 any act or omission to act of any officer, agent, or employee of
18 County or resulting from the condition of any property owned or
19 controlled by County.

20 City Parties agree to indemnify and hold harmless
21 County, its employees, agents, and officers, against any and all
22 claims, demands or causes of action allegedly arising out of any
23 act or omission to act of any officer, agent, or employee of
24 City Parties or resulting from the condition of any property
25 owned or controlled by City Parties.

26 VIII. Inspection of Records:

27 County shall have the right to inspect those records
28 of the City Parties which pertain to the project costs and
29 operation and maintenance costs. Such records shall be available
30 for inspection by representatives of the County during normal
31 business hours of the City Parties.

32 IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed by their duly constituted

1 officers and caused their seals to be affixed thereto and the
2 same attested.

3 Micro Fiched

4 COUNTY OF YOLO
5 ("County")

6 By: W. E. Shuman
7 Chairman, Board of Supervisors

8 OCT 11 1974

9 ATTEST:

10 ANCE P. BENIGAN, Clerk

11 ANCE P. BENIGAN
12

13 CITY OF DAVIS and
14 DAVIS MUNICIPAL SEWER FACILITIES DISTRICT NO. 1
15 ("City Parties")

16 By: James S. Paulos
17 Mayor

18 ATTEST:

19 Howard L. Reese
20

21 HOWARD L. REESE
22 City Clerk

23 APPROVED AS TO FORM:

24 CHARLES R. MACK
25 County Counsel
26 County of Yolo

27 By: Charles R. Mack

28 APPROVED AS TO FORM:

29 William L. Owen
30

31 WILLIAM L. OWEN
32 City Attorney
City of Davis

DAVIS
CITY LIMITS

50°33'00"E
52°2'41'

[illegible]

SCALE: 1"=600'

— EXHIBIT "A" —

L.A.F.C. PROCEEDING No. 37
MAP OF
EL. MACEAO-COUNTY SERVICE
AREA

FILED •

NOV 25 1974

LAURENCE P. HENIGAN, Clerk

By

Bailmas Rodgers
Deputy

Yolo County
Agreement No. 74-215/

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the COUNTY OF SOLANO, hereinafter called "lending county," and the COUNTY OF YOLO, hereinafter called the "renting county".

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WITNESSETH:

WHEREAS, the lending county owns certain specialized weights and measures testing equipment, hereinafter called "equipment;" and

WHEREAS, the renting county may periodically require the use of such equipment in performing the functions of the County Department of Weights and Measures of the renting county; and

WHEREAS, it would be to the benefit of the renting county to be able to avail itself of the equipment owned by the lending county, in order to avoid unnecessary capital expenditures;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code (§§6500 et seq.), Joint Exercise of Powers, and is for the purpose of providing for the maximum utilization and joint usage of certain specialized weighing and measuring equipment, to be accomplished in the manner herein provided.

2. The renting county shall be strictly responsible and liable for the maintenance and protection of any non-automotive vehicular testing equipment belonging to the lending county, while the renting county is using such equipment. All equipment shall be made available for use at the convenience of the lending county and shall be returned in the condition in which received, at the termination of a specified period, or upon demand by the lending county.

71504
0377

3. The lending county shall be solely responsible for damages to person or property occasioned while it is operating automotive vehicular testing equipment within the territorial jurisdiction of and on behalf of the renting county. The renting county shall be solely responsible for the operation of said equipment within the territorial jurisdiction of that county by persons other than employees or agents of lending county.

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4. The renting county shall reimburse the lending county for use of said equipment in accordance with the schedule of charges set forth in Exhibit "A" attached hereto and made a part hereof. Payment shall be made by the renting county, upon approval by its Director of Weights and Measures, of itemized claims against said county submitted by the Weights and Measures Department of the lending county.

5. The terms of the agreement may be modified at any time by the mutual agreement, evidenced in writing, by the respective Board of Supervisors of the two counties.

6. Either county may terminate this agreement on THIRTY (30) DAYS' WRITTEN NOTICE to the other party.

7. This Agreement shall become effective on the 12 day of November, 1924, and shall continue in effect until such time as it may be modified as set forth in paragraph 5, or terminated as set forth in paragraph 6, above.

IN WITNESS WHEREOF, the parties hereto have caused the within instrument to be executed by their duly authorized representatives.

ATTEST:

NEIL CRAWFORD, County Clerk
and ex officio Clerk of the
Board of Supervisors

By

Laurence P. Henigan
Deputy Clerk

ATTEST:

LAURENCE P. HENIGAN, CLERK
and Ex-Officio Clerk of the Board
of Supervisors. (Yolo County)-2-

By

Laurence P. Henigan Deputy

COUNTY OF SOLANO, a political sub-
division of the State of California

By

R.M. Scofield
Chairman of the
Board of Supervisors

COUNTY OF YOLO, a political
subdivision of the State of California

By

Wm E. Duncan
Chairman, Board of Supervisors,
County of Yolo, State of California.

Approved as to Form

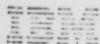
1924

County Counsel of Yolo County

EXHIBIT "A"

SOLANO COUNTY CHARGES:

1. Volumetric Calibration of Tank Trucks \$15.00/hr
Solano County Test Stand (includes
test stand, water and services of one
Weights and Measures Inspector)
2. Heavy Duty Weight Truck & Tractor \$15.00/hr
(50,000 lbs.) (includes equipment,
services of one Weights and Measures
Inspector, and mileage costs. Time
charged on a portal-to-portal basis) Micro Fiche
3. Portable Test Measures
 - a. Petroleum Products 300 Gallon)
 - b. Petroleum Products 100 Gallon) \$10.00/day
 - c. Farm Holding Tanks 50 Gallon)
 - d. L P G 100 Gallon)
 - e. Electric Meter \$16.00/day
4. Vapor Meter Test Measure - Stationary \$16.00/day
5. General Services of Weights and Measures \$ 9.25/hr
Inspector in connection with the use of
the above-listed equipment



YOLO COUNTY AGREEMENT NO. 74-216

Copier Annual Plan

International Business Machines Corporation (IBM) by its acceptance of this Agreement, agrees to furnish to the customer, in accordance with the terms and conditions herein specified, the use of equipment and features (hereinafter called equipment or unit(s) of equipment) listed below and maintenance service for the equipment.

(A) Qty.	Model	Description Complete the description in Machine Type and Device Code sequence, (provide serial number, and meter reading if installed)	Per Unit				
			(B) Monthly Copier Availability Charge (MCAC)	(C) Copies Included in the MCAC	Monthly Usage Charge Cost Per Copy In Excess of (C)*	Maximum Monthly Charge	(D) Maintenance Service Zone Charge
1	1801	IBM Copier	310.140	9,500	.0218	807.45	1.45
		First year taking month June Day 30 for 1975					
Total Monthly Copier Availability Charge (excluding applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines			311.140		* Total Usage Charge based on number of copies made as recorded on the meter.		

Trade-In Equipment

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Qty.	Description	Trade-In Net Allowance
	IBM 2 Copier for plan years not included in this contract - approved attached	
	Approved as to Form	
	Dated 10/17/74	
	Total Allowance	

Escrow Payment

Three Months Total Monthly Copier Availability Charges (including applicable taxes)	
---	--

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

In addition to the terms and conditions specified on the reverse side of this Agreement, the customer agrees:

1. That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
2. To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
3. To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name <i>Mr. Samuel Hoff</i>	
		Address <i>West Beacon Street</i>	
Please Type or Print all information except signature		City and State <i>Woodland, CA</i>	Zip Code <i>95690</i>
Branch Office Address <i>221 Capitol Mall</i>	Br. Off. No. <i>395</i>	Mark for (Attention Off.)	
City and State <i>Sacramento, CA</i>	Zip Code <i>95811</i>	By (Customer's Signature) <i>Samuel Hoff</i>	
By (IBM Representative's Signature) <i>John J. ...</i>	Date <i>9/14</i>	Signed By - Title <i>John J. ...</i>	Date <i>10/17/74</i>
		COUNTY OF YOLO, STATE OF CALIFORNIA	

2140-0189-0
U/M 025

This is not an invoice. Please do not pay until invoiced.

Yolo County Copy
CUSTOMER

acceptance of this Agreement by IBM is contingent upon (1) a satisfactory credit report on the Customer, and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from IBM's standard prices. Unless advised to the contrary within 15 days after the signing of this Agreement, the Customer may consider this Agreement to have been accepted by IBM as written.

Each unit of equipment will be initially installed for a contract period of 12 months. For equipment not yet installed, the contract period will commence the first day following the date the equipment is installed by IBM. The commencement date of the contract period for equipment already installed will be the day following the date the Customer signed this Agreement provided this Agreement has been accepted by IBM.

A contract period may be extended any number of times for periods of one year and once for a period of less than one year at the then existing Copier Annual Plan price. The commencement date of an extension is the day immediately following the last day of the contract period or contract period extension then in effect.

Copier charges for each unit of equipment will commence on the first day of its contract period. Payment will be made in full within 30 days after date of invoice. The customer agrees to pay both a Monthly Copier Availability Charge and a Monthly Usage Charge based upon the number of copiers made, as recorded on the meter. The Monthly Usage Charge will be invoiced in arrears.

IBM may change its monthly charge or purchase option percent by providing the customer with at least three months prior notice. Such change will not apply to the contract or contracts in progress whose commencement date preceded the date of notice. For contracts or periods of extensions thereof that commence on or after the date of notice, an increase in the monthly charge or decrease in purchase option percent will apply on the effective date specified in the notice.

In the event IBM requires the Customer to make a three-month advance payment, such payment will be held in escrow. Such payment will not bear interest and will be applied only: (1) to the Customer's final payment periods, (2) as a credit toward the purchase option price, or (3) in the case of a termination/default by the Customer, toward any unpaid amounts then due IBM.

The Customer may terminate a contract period or contract period extension effective any date by providing 1301 with written notice at least 30 days in advance and payment of the applicable termination charge set forth herein.

If the Customer does not pay any charge due hereunder, the Customer, upon demand, shall immediately return the equipment to IBM, pay all outstanding charges, and as termination charges, pay during the 12 month contract period as follows:

2 unless the Monthly Copier Availability Charge or, the Monthly Copier Availability Charge for the remainder of the contract period, whichever is less.

If the Customer defaults as to any obligation to return equipment or fails to pay any amounts due thereunder, IBM, in addition to other remedies, may repossess the equipment without notice; and the Customer agrees to pay all costs and expenses of collection and/or repossession, including reasonable attorney's fee permitted by law.

During the period the equipment is in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risk of loss or damage to any unit of equipment except for the responsibility for loss or damage

TRADE-IN
The customer shall receive a credit of an amount equal to the total allowance for trade-in equipment set forth on the face of this Agreement promptly after said equipment comes into IBM's possession. IBM may reduce the trade-in allowance set forth on the face of this Agreement if any of said equipment, when received, is not in substantially the same condition as when inspected.

All supplies used to operate the equipment are to meet IBM specifications.

Upon prior written notice to IBM, alterations in or attachments to the equipment may be made. If, in IBM's opinion, an alteration or attachment interferes with the normal and satisfactory operation or maintenance of any unit of equipment in a way that creates a safety hazard or substantially increases the cost of maintaining it, the Customer, upon notice to that effect from IBM, will promptly remove the alteration or attachment and restore the unit to its normal condition.

LGM agrees to provide maintenance service while equipment is on this Plan. Such service will include equipment adjustment and repairs, cleaning and planned parts replacement.

IBM will not furnish maintenance service for equipment located outside the United States, Puerto Rico or the Canal Zone. IBM will not be responsible for failure to render maintenance service due to strikes, fire, flood and causes beyond its control. When the distance from the point of installation to IBM's nearest Branch Office or nearest office is more than 15 miles, the Customer agrees to pay IBM's then current maintenance service zone charges.

PURCHASE OPTION The Customer may elect to purchase equipment any time after installation under the terms of the equipment Purchase Agreement. Upon written request from the Customer, IBM will quote a net purchase option price for any unit of equipment. The net purchase option price will be the purchase price on the effective date of the purchase less purchase option credits. The purchase option credit percentage for credits accrued under this contract is 40%.

The purchase option credit will be equal to the purchase option price multiplied by the eligible monthly charges paid to HEM by the Customer for the equipment being purchased. Eligible monthly charges (exclusive of zone charges and taxes) will include: 1. eligible monthly charges (first 12 months) under the Equipment Rental Agreement up to a maximum of 12 months; 2. eligible monthly charges first paid under the Extended Term Lease Plan and the Cover Antenna Plan provided that the Extended Term Lease Plan and Cover Antenna Plan charges are not related to previous Equipment Rental eligible charges cannot exceed 24 months charges.

If the Customer discontinues any unit of equipment under the Annual Plan, the purchase option accruals for that unit shall expire. Option credits are not transferable from one machine to another.

IBM warrants that the above equipment, when installed, will be in normal operating order and IBM will make all necessary equipment adjustments, repairs and parts replacements without additional charge to maintain the equipment in this condition, provided it is located in the United States, Puerto Rico or the Canal Zone. All equipment is supplied subject to these warranties.

[illegible]

IBM will defend at its own expense, any action brought against the Customer, to the extent that it is based on a claim that the equipment supplied by IBM infringes a patent or other intellectual property right owned by a third party. This obligation shall extend to the Customer in any such action which are attributable to any use, sale, lease, rental, repair, maintenance or modification of the equipment. Notwithstanding such defense and payments are conditioned on the following: (i) that the Customer has notified IBM of the existence of the claim; (ii) that the Customer has provided IBM with full cooperation in the defense of such claim; and (iii) that IBM will have sole control of the defense of any action on the basis of which negotiations for its settlement or compromise and (3) should the equipment be found to be infringing, the Customer agrees to indemnify IBM for all costs and expenses incurred by IBM in connection with the defense of such claim. If the United States Patent, the Customer will permit IBM, at its option and expense, either to procure for the Customer the right to continue using the equipment, or to replace or modify the equipment so as to avoid infringement.

IBM will have no liability to the Customer under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of equipment furnished hereunder with apparatus or devices not furnished by IBM, nor shall IBM have any liability for the use of apparatus not furnished by IBM with equipment furnished hereunder as a substitute for equipment then furnished by IBM, and any difference between the results obtained with the alleged infringement and the results obtained with the equipment furnished by IBM shall be borne by the Customer. The entire liability of IBM with respect to infringement of patents by the Customer shall be assumed by the Customer.

This Agreement is effective from the date it is accepted by IBM and shall remain in force until all equipment installed hereunder has been discontinued.

The terms and conditions of this Agreement supersede those of all previous agreements between IBM and the Customer with respect to the use of equipment hereunder.

This Agreement is not assignable; none of the equipment may be sublet, assigned or transferred by the Customer without the prior written approval of IBM. Any attempt to sublet, assign or transfer any of the rights, duties, or obligations of this Agreement is void. The Customer agrees not to remove equipment from its installed position without the advice of IBM.

All equipment remains IBM's property. This Agreement will be governed by the laws of the State of New York and constitutes the entire agreement between the Customer and IBM with respect to the use of equipment.

The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to equipment hereunder or this Agreement.

This Agreement may be terminated concurrent with or following expiration of all contracts or contract extensions by IBM upon three months prior written notice. Any unit of equipment may be removed by IBM at any time after termination of this Agreement.

FILED

OCT 30 1974

LAURENCE P. HENIGAN, Clerk
By: *[Signature]*
Deputy

AGREEMENT NO. 74-217

(Contract for the Purchase of Protective
and Related Social Services to the Mentally
Handicapped) (Standard Provisions)

THIS AGREEMENT made and entered into this 14th day of
October, 1974, by and between the COUNTY OF YOLO, a
political subdivision, hereinafter referred to as COUNTY, and the
YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation,
hereinafter referred to as PROVIDER,

W I T N E S S E T H:

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I. DECLARATION

COUNTY will purchase from PROVIDER protective and related
social services for mentally handicapped persons who have
been certified as current, former, or potential public
assistance recipients. Such services shall be in accordance
with Welfare and Institutions Code §§ 5600-5767 (Short-Doyle
Act), 10053.8, and Health and Safety Code §§ 38000-38300
(Lanterman Mental Retardation Services Act). The objective
of such services is to provide suitable care for persons no
longer requiring hospitalization related to their mental
handicap, to provide alternatives to hospitalization, and
to improve their functional capacity and to prevent further
deterioration of their situation with the intent to reduce
dependency on public assistance.

Protective and related social services for the mentally
disordered (including alcoholics and drug abusers) shall be
provided by the PROVIDER, at the request of the local mental
health director.

II. DEFINITIONS

As used in this Agreement:

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- 1 A. Mentally Handicapped includes those persons who are
2 classified by the local mental health agency or the
3 regional center for mental retardation as:
4 1. Mentally Disordered (including alcoholics and drug
5 abusers).
6 2. Mentally Retarded.

7 B. Protective and Related Social Services for Mentally
8 Handicapped

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9 Such services are described in Exhibit "A" attached
10 hereto and incorporated by reference herein.

- 11 C. Persons to be Served are specifically stated in Para-
12 graph II.D. of the Yolo County Social Rehabilitation
13 Program proposal plan of operation, a copy of which is
14 attached hereto marked Exhibit "B", and is incorporated
15 herein.

16 D. Agreement to Prevent or Reduce Dependency as a Result
17 of Service:

18 A signed agreement between the individual, or his guard-
19 ian, or his family and the provider of service for the
20 provision of a specified service, with a goal of pre-
21 venting or reducing dependency shall be required in each
22 case unless clinically contra-indicated. This agreement
23 must be signed by all persons to receive services whether
24 their status is a current, former or potential recipient.

- 25 E. COUNTY means the Board of Supervisors and that county
26 agency responsible for mental health services.

- 27 F. Monitoring means the process through which the State
28 Department of Benefit Payments and the State Department
29 of Health assess and evaluate the program objectives,
30 fiscal integrity, validation of eligibility, and opera-
31 tions management aspects of agreements between the
32 COUNTY and the PROVIDER. There are essentially three

1 phases to monitoring: (1) determining the extent to
2 which program objectives have been achieved; (2) deter-
3 mining the extent of compliance of the administering
4 agency with all applicable laws, state plans, and agency
5 regulations; and (3) formulating recommendations related
6 to elimination of deficiencies in contract fulfillment,
7 contract renewal, and legal/program revisions.

8 G. California Resident refers to a person who is physically
9 present in California for purposes not temporary in
10 nature.

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11 H. Contract

12 The standardized provisions with an attached program
13 proposal shall constitute the total contract providing
14 that the proposal:

- 15 1. Conforms to the plan of operation as set forth in
16 the program guidelines issued by the State Depart-
17 ment of Health.
- 18 2. Includes a budget stating that the source of funds
19 are federal, state and county dollars.
20 If the county share is from donated funds, the donor
21 must be identified.
- 22 3. Has been approved, in writing, by the State Depart-
23 ment of Health.

24 III. RESPONSIBILITIES

25 A. Joint Responsibilities

26 Under the terms of this Agreement it shall be the res-
27 sponsibility of the COUNTY and the PROVIDER to:

- 28 1. Recognize that the State Department of Benefit
29 Payments does not and cannot delegate its respon-
30 sibilities as the single State agency for adminis-
31 tering the public assistance programs, and the

32 /////

1 claimant of federal funds for such programs through
2 the United States Department of Health, Education,
3 and Welfare.

4 2. Recognize that this Agreement is subject to the
5 provisions of State and Federal Regulations, all
6 amendments thereof, and any other relevant provi-
7 sions of the State service and operation work plans
8 and federal regulations. Micro Fiched

9 3. Recognize that this Agreement contains all the terms
10 and conditions agreed upon by the parties. All
11 items incorporated by reference are to be attached.
12 No other understandings, oral or otherwise, regard-
13 ing the subject matter of this Agreement shall be
14 deemed to exist or to bind any of the parties hereto.

15 B. Responsibilities of the COUNTY

16 It shall be the responsibility of the COUNTY under the
17 terms of this Agreement to:

18 1. Issue operating guides, program standards, proce-
19 dures, instructions, and other interpretive material
20 required to carry out this Agreement.

21 2. Provide to the PROVIDER consultation and technical
22 assistance in carrying out the terms of this Agree-
23 ment.

24 3. Advise the PROVIDER in writing of all pertinent
25 existing State Department of Benefit Payments and
26 the State Department of Health regulations and
27 directives pertaining to protective and related
28 social services, and changes thereafter, including
29 those which will be used in monitoring performance
30 under the terms of this contract.

31 4. Insure that persons served are certified by the
32 local mental health agency as mentally handicapped

1 before providing protective and related social ser-
2 vices under the terms of this contract.

- 3 5. Certify that the federal funds to be used under this
4 Agreement do not replace or supplant, in any way,
5 State or local funds for already existing services.
6 The COUNTY further certifies that the services to
7 be provided under this Agreement will be limited to
8 those prescribed in the attached program plan. Other
9 needed social services will be obtained from county
10 welfare departments to the extent such departments
11 are mandated to provide such services to eligible
12 persons.

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- 13 6. Conform to State Department of Benefit Payments
14 program standards as set forth in the master con-
15 tract between the State Department of Benefit Pay-
16 ments and the Department of Health.

17 C. Responsibilities of the PROVIDER

18 Under the terms of this Agreement it shall be the
19 responsibility of the PROVIDER to:

- 20 1. Provide protective and related social services to
21 mentally handicapped persons who are California
22 residents, and who have been certified as current,
23 former or potential public assistance recipients,
24 at the request of the local mental health director
25 having jurisdiction and responsibility for the
26 mentally handicapped person.
- 27 2. Provide protective and related social services to
28 mentally handicapped persons, who are public assis-
29 tance recipients or who are "former or potential"
30 public assistance recipients to assure statewide
31 uniformity in the provision of protective and
32 related social service.

- 1 3. Comply with all State licensing standards, all
2 applicable accrediting standards, and any other
3 standards or criteria established by the State
4 Department of Benefit Payments and the State Depart-
5 ment of Health to assure the quality of services.
- 6 4. Maintain books, records, documents, and other evi-
7 dence and accounting procedures and practices which
8 sufficiently and properly reflect all direct and
9 indirect costs of any nature expended in the per-
10 formance of this Agreement. These records shall be
11 subject at all reasonable times for inspection,
12 review, or audit by State personnel and other per-
13 sonnel duly authorized by the State Department of
14 Health or the State Department of Benefit Payments
15 as well as by federal personnel. The PROVIDER
16 agrees to collect statistical data of a fiscal
17 nature on a regular basis and to make fiscal sta-
18 tistical reports at times prescribed by, and on
19 forms furnished by the COUNTY.
- 20 5. To maintain program records as agreed upon in the
21 master contract between State Department of Benefit
22 Payments and Department of Health and required by
23 the State Department of Health and to assure that a
24 program and facilities review, including meetings
25 with consumers, review of service records, review
26 of service policy and procedural issuances, review
27 of staffing ratios and job descriptions, and meetings
28 with any staff directly or indirectly involved in
29 the provision of services may be conducted at any
30 reasonable time by State and federal personnel and
31 other persons duly authorized by the State Depart-
32 ment of Health. The PROVIDER agrees to collect

1 statistical data of a fiscal nature on a regular
2 basis and to make fiscal statistical reports at
3 times prescribed by, and on forms furnished by State
4 Department of Benefit Payments or the State Depart-
5 ment of Health if and when required by the Federal
6 Government. Micro Fiched

- 7 6. Retain all books, records, and other documents
8 relevant to this Agreement for three years after
9 final payment. State and Federal auditors and any
10 persons duly authorized by the State Department of
11 Health or the State Department of Benefit Payments
12 shall have full access to and the right to examine
13 any of said materials during said period.
- 14 7. Not to, on the grounds of race, color, or national
15 origin:
- 16 a. deny an individual any services or other bene-
17 fits provided under the program;
 - 18 b. provide any service(s) or other benefits to an
19 individual which are different, or are provided
20 in a different manner, from those provided to
21 others under the program;
 - 22 c. subject an individual to segregation or separate
23 treatment in any matter related to his receipt
24 of any service(s) or other benefits provided
25 under the program;
 - 26 d. restrict an individual in any way in the enjoy-
27 ment of any advantage or privilege enjoyed by
28 others receiving any service(s) or other bene-
29 fits provided under the program;
 - 30 e. treat an individual differently from others in
31 determining whether he satisfies any eligibility
32 or other requirement or condition which

1 individuals must meet in order to receive any
2 aid, care, service(s), or other benefits pro-
3 vided under the program;

4 f. deny any individual an opportunity to partici-
5 pate in the program through the provision of
6 services or otherwise, or will afford him an
7 opportunity to do so which is different from
8 that afforded others under the program.

9 g. The PROVIDER, in determining Micro Fiched

10 (1) the types of services or other benefits to
11 be provided under the program, or

12 (2) the class of individuals to whom, or the
13 situations in which such services or other
14 benefits will be provided under the program,
15 or

16 (3) the class of individuals to be afforded an
17 opportunity to participate in the program
18 will not utilize criteria or methods of
19 adoption which have the effect of subject-
20 ing individuals to discrimination because
21 of their race, color, or national origin,
22 or have the effect of defeating or sub-
23 stantially impairing accomplishment of the
24 objectives of the program in respect to
25 individuals of a particular race, color or
26 national origin.

27 IV. PERIOD OF AGREEMENT

28 This Agreement is effective from the period July 1, 1974
29 through June 30, 1975. Amendments to this Agreement during
30 its effective period may be made by mutual agreement of both
31 parties.

32 /////

1 This Agreement may terminate, by either party, upon thirty
2 (30) days' written notice.

3 This Agreement does not become effective until approved, in
4 writing, by the State Department of Health.

5 V. FISCAL PROVISIONS

6 Subject to the availability of Federal funds, the COUNTY
7 will pay to the PROVIDER a sum not to exceed \$19,833.00 in
8 monthly payments not to exceed \$1,652.00 in the following
9 manner: Micro Fiched

- 10 A. On the basis of monthly detailed invoices at the agreed-
11 upon rates set forth in Exhibit "C" attached hereto.
- 12 B. The PROVIDER shall bill the COUNTY at the rate estab-
13 lished above, and the detailed claim shall include actual
14 caseload for protective and related social service to
15 federally eligible mentally handicapped separated between
16 adult and children programs for mentally handicapped
17 (including alcoholics and drug abusers) and mentally
18 retarded. The PROVIDER will be responsible for the
19 validity of the claims and maintain the necessary ac-
20 counting records substantiating the costs reflected on
21 such claims.
- 22 C. Should the U. S. Department of Health, Education, and
23 Welfare revise federal regulations regarding the pur-
24 chase of services, this Agreement is subject to amend-
25 ment to assure conformance to revised federal require-
26 ments.
- 27 D. Expenditures for protective social services are claim-
28 able provided they are in accordance with individual
29 case needs and are not otherwise available without cost
30 to the applicant.
- 31 E. Availability of services and payment under the terms of

32 /////

1 this Agreement will be contingent on the availability
2 of State and Federal funds.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 Agreement as of the day and year hereinabove set forth.

5
6 COUNTY OF YOLO, a political subdivision

7
8 BY W. E. Henigan
9 CHAIRMAN OF THE BOARD OF SUPERVISORS

10 ATTEST:

Micro Fiched

11 LAURENCE P. HENIGAN, CLERK

12
13 BY P. E. Lucas
14 DEPUTY

15 (SEAL)

16 YOLO COUNTY SHELTERED WORKSHOP COUNCIL,
17 INC., a non-profit corporation

18 BY James R. Lawson
19 James R. Lawson, President of the Board

20 BY Daniel B. Stiegman
21 Daniel B. Stiegman, Executive Director

22 C. P. Thomson
CAPTIANE P. THOMSON, Program Chief
23 Mental Health Services
24
25
26
27
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EXHIBIT "A"

DESCRIPTION OF SERVICES

WORK THERAPY:

The purpose of work therapy is to assist clients in their recovery from mental or physical illness through the use of a workshop environment. Such therapy is tailored to meet specific recovery goals as delineated by a referring agent. The following service components are available in work therapy: **Micro Fiches**

- a) Evaluation: Evaluation includes a written professional analysis of the client's skills, personality, physical capacity, and social habits and attitudes as reflected in the workshop setting. The evaluation also entails a client staffing conference between the workshop counselor and the referring agent for the purpose of reviewing the workshop analysis and arriving at a specific workshop treatment regimen for the client. Evaluation is not recommended to last under two weeks or over six weeks for new clients in work therapy.
- b) Treatment: Treatment objectives, techniques and their modifications will vary according to the individual needs of clients. Available services are:
 - 1) Work Experience: The purpose of work experience is to enable clients to increase their basic work skills such as endurance and speed as well as proficiency in specific skills. It enables clients to adapt to the essential demands of production by progressive work conditioning. It aids the client to understand the requisite standards of quality for productive work. This service can be used as a method to prepare clients to attain enough familiarity with regular work so that they may be found feasible

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1 for services from the Department of Rehabilitation, or
2 be feasible for job placement.

- 3 2) Work Adjustment (Behavior Modification): Work adjustment
4 is the use of work and the workshop structure and environ-
5 ment to enable the client to develop appropriate attitudes,
6 behavior, personal relationships, and responses appropriate
7 to his own recovery or in preparation for a work environ-
8 ment. Normally, work evaluation will identify the client's
9 specific behavior which requires modification during work
10 adjustment. Micro Fiched

- 11 3) Work Evaluation: Work evaluation is the use of work to
12 assess the client's limitations, capabilities, and pro-
13 ductive potential in respect to work utilizing either a
14 real or simulated work environment with realistic work
15 conditions and requirements. It includes professional
16 analysis of the client's skills, personality, physical
17 capacity and habits in relation to work; analysis of the
18 client's ability to relate to other workers and to accept
19 supervision; ability to learn work skills; and adapta-
20 bility to work requirements. It may also include a try-
21 out or test of specific skills of the client and an ex-
22 ploration of his interest by involvement in different
23 types of work.

- 24 4) Social Adjustment and Activity Center: Group and indivi-
25 dual experience in crafts, job contract work, adult edu-
26 cation, physical exercise and field trips for the purpose
27 of improving socialization, developing independent living
28 skills, improving and maintaining self concepts.

EXHIBIT "B"

II.

D. Population to be Served

Mentally handicapped adults and children who have been certified as current, former, or potential public assistance recipients. The following are estimates of a number of patients/clients to be served by this proposal in a one-year period:

Short-term out-of-home placement for 30
mentally disordered adults

Micro Fiched

Transitional care placement for 150 alcohol-
ics and 10 other drug abusers

Emergency placement for 10 mentally disordered
children

Homemaker service for 20 families of a mentally
disordered person

Sheltered Workshop services for 10 mentally
disordered clients for whom the service would
not otherwise be available.

EXHIBIT "C"

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.
660 Sixth Street, Woodland, California

Micro Fiches

Fee Schedule

Work Experience and Work Activity Center Services

Full Time \$6.00 per day
Part Time \$3.00 per day

Work Adjustment

Full Time \$9.25 per day
Half Time \$4.65 per day

Work Evaluation for Vocational Rehabilitation
and Disability Evaluation Program

Full Time, first 2 weeks \$11.90 per day
Full Time, thereafter. \$10.60 per day

7/22/74

RECEIVED

FILED

OCT 30 1974

LAURENCE P. HENIGAN, Clerk

B. B. MacRae
Deputy

OCT 30 1974
LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 74-218

by 2 (Agreement for the Purchase of Protective
Deputy and Related Social Services)

THIS AGREEMENT made and entered into this 14th day of
October, 1974, by and between the COUNTY OF YOLO, a
political subdivision, hereinafter referred to as COUNTY, and the
YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation,
hereinafter referred to as PROVIDER,

Micro Fiched

W I T N E S S E T H:

- I. DECLARATION. COUNTY will purchase from PROVIDER protective and related social services for certain patients of the Yolo County Mental Health Services. Such services shall be in accordance with the provisions of Welfare & Institutions Code §§ 5600-5767, the Short-Doyle Act. The objective of such services is to provide suitable care for persons no longer requiring hospitalization and to provide alternatives to hospitalization and to improve their functional capacity and to prevent further deterioration of their situation with the intent to reduce public dependency.
- II. PROVIDER hereby agrees to provide the protective and related social services described in Exhibit "A" attached hereto and incorporated by reference herein to such patients of the Yolo County Mental Health Service who are not eligible for services financed by the State Department of Health under Welfare & Institutions Code § 10053.8, who are referred to PROVIDER by the Yolo County Mental Health Service. In providing such services, PROVIDER agrees to:
- A. Comply with all State licensing standards, all applicable accrediting standards, and any other standards or criteria established by the State Department of Health to assure the quality of services.

XEROX
COPY

- 1 B. Maintain books, records, documents, and other evidence
2 and accounting procedures and practices which suffi-
3 ciently and properly reflect all direct and indirect
4 costs of any nature expended in the performance of this
5 Agreement. These records shall be subject at all reason-
6 able times for inspection, review or audit by COUNTY or
7 personnel of the State of California duly authorized
8 thereto as well as by federal personnel duly authorized
9 thereto. PROVIDER agrees to collect statistical data
10 of a fiscal nature on a regular basis and to make fiscal
11 statistical reports at a regular basis and to make fis-
12 cal statistical reports at times prescribed by and fur-
13 nished on forms furnished by COUNTY. Micro Fiched
- 14 C. To maintain program records as required by COUNTY and
15 to assure that a program and facilities' review, includ-
16 ing a meeting with consumers, review of service records,
17 review of service policy and procedural issuances, re-
18 view of staffing ratios and job descriptions, and meet-
19 ings with any staff directly or indirectly involved in
20 the provision of services may be conducted at any reason-
21 able time by COUNTY, State or Federal personnel.
- 22 D. Retain all books and other documents relevant to this
23 Agreement for three years after final payment. COUNTY,
24 State and Federal auditors and any persons duly autho-
25 rized by the State of California or U. S. Government
26 shall have full access to and the right to examine any
27 of said materials during said period.
- 28 D. Not to, on the grounds of race, color, or national
29 origin:
- 30 (1) deny an individual any services or other benefits
31 provided under the program;

32 /////

- 1 (2) provide any service(s) or other benefits to an
2 individual which are different, or are provided in
3 a different manner, from those provided to others
4 under the program;
- 5 (3) subject an individual to segregation or separate
6 treatment in any matter related to his receipt of
7 any service(s) or other benefits provided under
8 the program;
- 9 (4) restrict an individual in any way in the enjoyment
10 of any advantage or privilege enjoyed by others
11 receiving any service(s) or other benefits pro-
12 vided under the program; Micro Fiched
- 13 (5) treat an individual differently from others in
14 determining whether he satisfies any eligibility
15 or other requirement or condition which individuals
16 must meet in order to receive any aid, care, ser-
17 vice(s), or other benefits provided under the
18 program;
- 19 (6) deny any individual an opportunity to participate
20 in the program through the provision of services or
21 otherwise, or will afford him an opportunity to do
22 so which is different from that afforded others
23 under the program.
- 24 (7) The PROVIDER, in determining
- 25 (a) the types of services or other benefits to be
26 provided under the program, or
- 27 (b) the class of individuals to whom, or the situ-
28 ations in which such services or other benefits
29 will be provided under the program, or
- 30 (c) the class of individuals to be afforded an
31 opportunity to participate in the program will
32 not utilize criteria or methods of administra-

tion which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, or national origin. Micro Fiched

III. COUNTY agrees to pay to PROVIDER a sum not to exceed
ELEVEN THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS (\$11,655.00)
on the basis of monthly detailed invoices at the agreed-upon rates set forth in Exhibit "B" attached hereto.

IV. This Agreement shall remain in full force and effect commencing on July 1st, 1974 and ending on June 30th, 1975.
This Agreement may be terminated by either party upon thirty (30) days' written notice of intention to terminate.

V. The provisions of this Agreement shall not be modified except by a writing executed by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first-above written.

COUNTY OF YOLO, a political subdivision
of the State of California

BY Wm E. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
Deputy

(SEAL)

YOLO COUNTY SHELTERED WORKSHOP COUNCIL,
INC., a non-profit corporation

BY James R. Lawson President

BY Daniel B. Stiegman Corresponding Secretary

EXHIBIT "A"

DESCRIPTION OF SERVICES

WORK THERAPY:

The purpose of work therapy is to assist clients in their recovery from mental or physical illness through the use of a workshop environment. Such therapy is tailored to meet specific recovery goals as delineated by a referring agent. The following service components are available in work therapy: Micro Fiched

a) Evaluation: Evaluation includes a written professional analysis of the client's skills, personality, physical capacity, and social habits and attitudes as reflected in the workshop setting. The evaluation also entails a client staffing conference between the workshop counselor and the referring agent for the purpose of reviewing the workshop analysis and arriving at a specific workshop treatment regimen for the client. Evaluation is not recommended to last under two weeks or over six weeks for new clients in work therapy.

b) Treatment: Treatment objectives, techniques and their modifications will vary according to the individual needs of clients. Available services are:

- 1) Work Experience: The purpose of work experience is to enable clients to increase their basic work skills such as endurance and speed as well as proficiency in specific skills. It enables clients to adapt to the essential demands of production by progressive work conditioning. It aids the client to understand the requisite standards of quality for productive work. This service can be used as a method to prepare clients to attain enough familiarity with regular work so that they may be found feasible for services

////

1 from the Department of Rehabilitation, or be feasible for
2 job placement.

- 3 2) Work Adjustment (Behavior Modification): Work adjustment
4 is the use of work and the workshop structure and environ-
5 ment to enable the client to develop appropriate attitudes,
6 behavior, personal relationships, and responses appropriate
7 to his own recovery or in preparation for a work environ-
8 ment. Normally, work evaluation will identify the client's
9 specific behavior which requires modification during work
10 adjustment.

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- 11 3) Work Evaluation: Work evaluation is the use of work to
12 assess the client's limitations, capabilities, and produc-
13 tive potential in respect to work utilizing either a real
14 or simulated work environment with realistic work condi-
15 tions and requirements. It includes professional analysis
16 of the client's skills, personality, physical capacity and
17 habits in relation to work; analysis of the client's abil-
18 ity to relate to other workers and to accept supervision;
19 ability to learn work skills; and adaptability to work
20 requirements. It may also include a try-out or test of
21 specific skills of the client and an exploration of his
22 interest by involvement in different types of work.
- 23 4) Social Adjustment and Activity Center: Group and indivi-
24 dual experience in crafts, job contract work, adult educa-
25 tion, physical exercise and field trips for the purpose of
26 improving socialization, developing independent living
27 skills, improving and maintaining self concepts.

EXHIBIT "B"

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.
660 Sixth Street, Woodland, California

Fee Schedule

Work Experience and Work Activity Center Services

Full Time	\$6.00 per day
Part Time	\$3.00 per day

Work Adjustment

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Full Time	\$9.25 per day
Half Time	\$4.65 per day

Work Evaluation for Vocational Rehabilitation
and Disability Evaluation Program

Full Time, first 2 weeks	\$11.90 per day
Full Time, thereafter.	\$10.60 per day

7/22/74

THIS AGREEMENT, entered into this 3rd day of September, 1974, by and between University of the Pacific, McGeorge School of Law, hereinafter referred to as "Institution", and Yolo County Public Defender as "Organization", a (public organization), (~~private non-profit organization~~), within the meaning of that term as defined in Section 175.2 of the Federal College Work-Study Regulations, for the purpose of providing work to students eligible to participate in the Federal College Work-Study Program.

NOW, THEREFORE, the parties hereto agree as follows:

1. The work performed by students shall be in the public interest and shall not
 - a. Displace employed workers or impair existing contracts or services;
 - b. Involve political activity or work for any political party; or
 - c. Involve the construction, operation or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship. Micro Fished
2. The Organization will allow no student to work for more than an average of fifteen hours per week over a quarter, or other term used by the Institution in awarding units to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week during which a student is on vacation.
3. Institution shall pay from its Federal funds sixty (60%) percent of the basic salary rate of \$3.00 per hour and it is understood and agreed that Organization will bear forty (40%) percent of the total compensation to be paid to said students, together with any hourly amount in excess of \$3.00 per hour. Methodology for paying students will be in accordance with paragraph 7.
4. Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Organization, will set forth brief descriptions of the work to be performed by students under this Agreement, the total length of time the project is expected to run, the total number of students to be employed, the hourly rates of pay, and the average number of hours per week each student will be utilized.

FILED

NOV 26 1974

LAURENCE P. HENIGAN, Clerk

By *Barbara A. Conner*
Deputy

RECEIVED

NOV 26 1974

LAURENCE P. HENIGAN, Clerk

By
Deputy

5. Students will be made available to the Organization by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization is aware that should a student be academically disqualified from school he or she would be ineligible for further Work-Study benefits and thus subject to dismissal. The Organization agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, creed, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education and Welfare which implement that act.

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6. The Institution shall be deemed the employer for purposes of this Agreement. The Organization shall have the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the Organization, and to determining that the students do perform their work in fact.
7. Compensation of students for work performed on a project under this Agreement will be disbursed, and all payments due as an employer's contribution under State or local workmen's compensation laws, under Federal or State social security laws, or under other applicable laws, will be paid by the Institution, and the Organization shall be billed periodically for its forty per cent share.
8. At such times as are agreed upon in writing, the Organization will pay to the Institution the amount as set forth in paragraph 3. The Organization will furnish to the Institution for each payroll period the following records for review and retention:
- a. Time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students;

- b. A payroll form identifying the period of work, the name of each student, his rate per hour, the number of hours worked, his gross pay, and the total Federal share applicable to each payroll; and
- c. Institution will maintain documentary evidence that students received payment for their work, such as photographic copies of cancelled checks.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

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ORGANIZATION

By COUNTY OF YOLO
Its Authorized Representative
W. E. Sullivan
 Chairman, Board of Supervisors, County
 of Yolo, State of California.
 McGEORGE SCHOOL OF LAW
 By Dr. Nick A. LaPlaca
Its Authorized Representative
 INSTITUTION

Dr. Nick A. LaPlaca
 Director of Placement

CHARLES R. MACK
 COUNTY COUNSEL
 BY: *[Signature]*
 CHIEF DEPUTY COUNTY COUNSEL

Date: September 3, 1974

SCHEDULE A

Number of Students to be Employed: One

Total number of hours each student
will be authorized to work for the
period of Contract: 450

Student Names Number of Hours

DEBBIE FIALKOWSKI 450

Total Number
of hours: 450

Hourly rate of pay: \$3.00 per hour

Average number of hours
students will work: 15 hours per week

Period of the Contract: September 3, 1974 to May 16, 1975

ORGANIZATION -- COUNTY OF YOLO
By W. E. Hume
Its Authorized Representative
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
McGEORGE SCHOOL OF LAW

By Nick A. LaPlaca
Its Authorized Representative
INSTITUTION

CHARLES R. MACK
COUNTY COUNSEL
BY: [Signature]
CHIEF DEPUTY COUNTY COUNSEL

Dr. Nick A. LaPlaca
Director of Placement

Micro Fiched

Date: September 3, 1974

SCHEDULE B

Organization will make payment of its forty per cent (40%) share of the \$3.00 base pay, plus any additional compensation on the following dates.

October 1974

November

December

January 1975

February

March

April

May

June

Micro Filled

ORGANIZATION --- COUNTY OF YOLO

By

W. E. Duncan
Its Authorized Representative
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

McGEORGE SCHOOL OF LAW

By

Nick A. LaPlaca
Its Authorized Representative
INSTITUTION

CHARLES R. MACK
COUNTY COUNSEL

By Charles R. Mack
CHIEF DEPUTY COUNTY COUNSEL

Dr. Nick A. LaPlaca
Director of Placement

AGREEMENT NO. 74- 220

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 21st day of October, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and EAST YOLO ATHLETIC CLUB, a non-profit corporation, hereinafter called GRANTEE,

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W I T N E S S E T H:

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for recreation purposes (31 CFR § 51.31(a)(1)(v); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$5,000.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other Federal
6 funds; Micro Fiches

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
14 of the Treasury to be prepared therefrom,
15 2) Document compliance with the matching funds
16 certification,
17 3) Permit the tracing of entitlement funds to a
18 level of expenditure adequate to establish
19 that such funds have not been used in viola-
20 tion of the restrictions and prohibitions of
21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdivi-
5 sion of the State of California

6 BY Wm E. Duncan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

Micro Filled

10 BY John E. Lucas
11 DEPUTY

12 (SEAL)

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16
17 EAST YOLO ATHLETIC CLUB, a non-profit
18 corporation

19 BY Joseph Lopez President
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FILED

AGREEMENT NO. 74- 221

JAN 20 1975

LAURENCE P. HENIGAN, Clerk

By *Barbara A. Rodgers*
Deputy

THIS AGREEMENT made and entered into this 28th day of
October, 1974, by and between the COUNTY OF YOLO, a politi-
cal subdivision of the State of California, hereinafter referred
to as PROGRAM AGENT, and the City of Davis

hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions
of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
grant agreement consists of the following:
 - A. This Agreement
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit
"A" herein.
 - D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
herein.
 - E. General and Special Assurances attached hereto as Exhibit
"C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper
as determined by PROGRAM AGENT perform the services described
in the application and program narrative in accordance with
the time schedule, budget, and number of persons to be served
set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
able and necessary costs incurred in the performance of this
contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the
subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month. Micro Fiched
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEES of a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.
- 28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

1 of this Agreement.

2 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
3 this Agreement shall be governed by the provisions of Attach-
4 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
5 subject to the obligations of grantee set forth therein, and
6 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
7 have all the rights of grantee agency set forth therein.
8 Generally it is expected that grant property will be retained
9 and used throughout its useful life in the grant program for
10 which it was acquired or if that program is terminated, or if
11 the property is no longer needed in the program, in any other
12 similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiches

13 5. TERMINATION.

14 A. For Cause. If through any cause SUBGRANTEE shall fail to
15 fulfill in timely and proper manner its obligations under
16 this Agreement or if SUBGRANTEE shall violate any of the
17 covenants or stipulations of this Agreement, or if the
18 grant from the U. S. Department of Labor under which this
19 Agreement is made is terminated by the said JOINT POWERS
20 AGENCY, PROGRAM AGENT shall thereupon have the right to
21 terminate this Agreement by giving written notice to SUB-
22 GRANTEE of such termination and specifying the effective
23 date thereof. If SUBGRANTEE is unable or unwilling to
24 comply with such additional conditions as may be lawfully
25 applied by the U. S. Department of Labor to the grant under
26 which this agreement is made, SUBGRANTEE shall terminate
27 this Agreement by giving written notice to PROGRAM AGENT
28 signifying the effective date thereof. In the event of
29 termination, all property and finished or unfinished docu-
30 ments, data, studies and reports purchased or prepared by
31 SUBGRANTEE under this Agreement shall, at the option of
32 PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined. Micro Fiched

11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee. Micro Fiched

12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

- 2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed. Micro Fiched

- 9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

- 17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

- 25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

- 28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement. Micro Fiched

- 9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.
- 16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.
- 26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons
3 employed by it. PROGRAM AGENT shall not be liable for any
4 workmen's compensation or other benefits accruing under
5 any Federal or State law or acts to any persons employed
6 by the said SUBGRANTEE under this Agreement, but such
7 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

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- 10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.
- 15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.
- 20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement. Micro Fiched

5 21. SUPPLEMENTAL SUB GRANT. The sub grant set forth in this
6 agreement is funded from a portion of a modification to
7 Title II CETA grant No. 06-5022-21, made by U.S. Department
8 of Labor to the Sacramento-Yolo Manpower Agency. The
9 modification in question was offered by telegram dated
10 September 17, 1974. It was made on certain conditions
11 including the use of the funds for certain specified target
12 groups and approval of definitive terms for performance in
13 relation to the funds. SUBGRANTEE agrees to use the funds
14 subgranted by this agreement only in accordance with the
15 mentioned conditions and definitive terms for performance
16 approved by the U.S. Department of Labor.

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 agreement as of the day and year hereinaabove set forth.

19 PROGRAM AGENT:

20 COUNTY OF YOLO, a political subdivision
21 of the State of California

22 BY W. E. Duncan
23 CHAIRMAN OF THE BOARD OF SUPERVISORS

24 ATTEST:

25 LAURENCE P. HENIGAN, CLERK

26 BY _____
27 DEPUTY

28 (SEAL)

29 SUBGRANTEE:

30
31 X BY Jean G.oulos
32

EXHIBIT "A"

ALLOCATION OF DISCRETIONARY FUNDS

CETA Title II

Micro Fiched

<u>Sub-Agent</u>	<u>Position Classification</u>	<u>Funds</u>
City of Davis	Typist Clerk	\$ 4,587
City of Davis	Stock Clerk	5,034
Washington School District	Groundskeeper	4,994
Washington School District	Maintenance Man	5,105
West Sacramento Sanitary District	Operator, Wastewater Disposal	<u>7,789</u>
TOTAL		<u>\$27,509</u>

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

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1. Placement of job orders with the local office of the Department of Employment Development.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done. Micro Fiched

C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full. Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

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D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

U. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not ^{Micro Fiched} already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions. Micro Fiched

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

<u>Classification</u>	<u>Per Cent Turnover-1971</u>
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

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(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment and Development.

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EXHIBIT C

A. General Assurances

1. The grantee assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 639), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.
3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant: a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

- c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- f. The program under the Act does not involve political activities.
- g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
- i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

Assurances and Certifications

- for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))
 - k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))
 - m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))
 - n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))
 - p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))
 - q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

Assurances and Certifications

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))
- v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 8(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Assurances and Certifications

be lower than whichever is the highest of
(a) the minimum wage which would be
applicable to the employee under the Fair
Labor Standards Act of 1938, if
section 6(a)(1) of such title applies to the
participant and if he were not exempt under
section 13 thereof, (b) the State or local
minimum wage for the most nearly comparable
covered employment, or (c) the prevailing
rates of pay for persons employed in similar
public occupations by the same employer.
(Sec. 208(a)(2))

- w. It will comply with the labor standards requirements set out in section 606 of the Act.
 - x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
 - y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))
4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

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C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))
2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))
4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))
5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205(c)(7))
6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205(c)(8))
7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c) (17))
9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c) (18))
10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c) (19))
11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c) (20))
12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c) (21))

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c) (22))
14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c) (23))
15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c) (24))
16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SACRAMENTO-YOLO HARBORER AGENCY
SUB-GRANT APPLICATION
SUB-AGENT SIGNATURE SHEET

Sub-Agent Name		City of Davis	
Address		226 "P" Street	
City	Davis, CA 95616	Phone:	(916) 756-3740
Program Director		Robert Traverso	

1. Amount of funds allocated per this sub-grant:

\$ 9,621.00

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2. Grant Period from December 1, 1974 to June 30, 1975

(Legal Name of Applicant)

(Address)

X John G. Paulas
(Signature of Authorized Officer)

(Typed Name & Title of
Authorized Officer)

(Date of Application)

FILED

AGREEMENT NO. 74- 222

NOV 18 1974

LAURENCE P. HENIGAN, Clerk

By *Balash Podgus*
Deputy

THIS AGREEMENT made and entered into this 28th day of
October, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Washington Unified School District
hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This Agreement
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month.

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7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and

12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.

16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.

21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.

23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined. Micro Fiched

11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee.

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12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed. Micro Fiched

9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement.

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- 9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.
- 16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.
- 26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising
3 or levied by reason of the employment of such persons
4 employed by it. PROGRAM AGENT shall not be liable for any
5 workmen's compensation or other benefits accruing under
6 any Federal or State law or acts to any persons employed
7 by the said SUBGRANTEE under this Agreement, but such
8 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

Micro Fiched

- 10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.
- 15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.
- 20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement. Micro Fiched

5 21. SUPPLEMENTAL SUB GRANT. The sub grant set forth in this
6 agreement is funded from a portion of a modification to
7 Title II CETA grant No. 06-5022-21, made by U.S. Department
8 of Labor to the Sacramento-Yolo Manpower Agency. The
9 modification in question was offered by telegram dated
10 September 17, 1974. It was made on certain conditions
11 including the use of the funds for certain specified target
12 groups and approval of definitive terms for performance in
13 relation to the funds. SUBGRANTEE agrees to use the funds
14 subgranted by this agreement only in accordance with the
15 mentioned conditions and definitive terms for performance
16 approved by the U.S. Department of Labor.

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 agreement as of the day and year hereinabove set forth.

19 PROGRAM AGENT:

20 COUNTY OF YOLO, a political subdivision
21 of the State of California

22 BY W. E. Duncan
23 CHAIRMAN OF THE BOARD OF SUPERVISORS

24 ATTEST:

25 LAURENCE P. HENIGAN, CLERK

26 BY Barbara A. Rodgers
27 DEPUTY

28 (SEAL)

29 SUBGRANTEE:

30
31 BY James R. ...
32

74-222

(4)

SACRAMENTO-YOLO HUNTERMAN AGENCY SUB-GRANT APPLICATION SUB-AGENT SIGNATURE SHEET	
Sub-Agent Name Washington Unified School District	
Address 930 West Acres Road	
City West Sacramento, CA 95691	Phone: (916) 371-9300
Program Director Mr. Marino Pierucci	
1. Amount of funds allocated per this sub-grant: \$ 10,099.00	
2. Grant Period from December 1, 1974 to June 30, 1975	
XEROX COPY	
(Legal Name of Applicant)	(Address)
(Signature of Authorized Officer)	
(Typed Name & Title of Authorized Officer)	(Date of Application)

Micro Fiched

RECEIVED

DEC-2 1974

LAURENCE P. HENIGAN, Clerk

By 2 Deputy

AGREEMENT NO. 74-223

FILED

DEC-2 1974

LAURENCE P. HENIGAN, Clerk

By Richard Rodgers Deputy

THIS AGREEMENT made and entered into this 28th day of
October, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the West Sacramento Sanitary District

hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This Agreement
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

- 1 D. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this agreement during the preceding
6 month. Micro Fiches
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM AGENT
9 in accordance with requirements of the United States De-
10 partment of Labor and the United States OMB, Circulars
11 A-87 and A-102, and
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.
- 28 F. PROGRAM AGENT reserves the right to withhold payment for
29 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
30 in the manner set forth herein that SUBGRANTEE is not ful-
31 filling the terms of this agreement or that the costs are
32 not reasonably or necessarily incurred in the performance

1 of this Agreement.

2 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
3 this Agreement shall be governed by the provisions of Attach-
4 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
5 subject to the obligations of grantee set forth therein, and
6 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
7 have all the rights of grantee agency set forth therein.
8 Generally it is expected that grant property will be retained
9 and used throughout its useful life in the grant program for
10 which it was acquired or if that program is terminated, or if
11 the property is no longer needed in the program, in any other
12 similar program of SUBGRANTEE, or PROGRAM AGENT.

Micro Fiched

13 5. TERMINATION.

14 A. For Cause. If through any cause SUBGRANTEE shall fail to
15 fulfill in timely and proper manner its obligations under
16 this Agreement or if SUBGRANTEE shall violate any of the
17 covenants or stipulations of this Agreement, or if the
18 grant from the U. S. Department of Labor under which this
19 Agreement is made is terminated by the said JOINT POWERS
20 AGENCY, PROGRAM AGENT shall thereupon have the right to
21 terminate this Agreement by giving written notice to SUB-
22 GRANTEE of such termination and specifying the effective
23 date thereof. If SUBGRANTEE is unable or unwilling to
24 comply with such additional conditions as may be lawfully
25 applied by the U. S. Department of Labor to the grant under
26 which this agreement is made, SUBGRANTEE shall terminate
27 this Agreement by giving written notice to PROGRAM AGENT
28 signifying the effective date thereof. In the event of
29 termination, all property and finished or unfinished docu-
30 ments, data, studies and reports purchased or prepared by
31 SUBGRANTEE under this Agreement shall, at the option of
32 PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE

1 shall be entitled to compensation for any unreimbursed
2 expenses necessarily incurred in satisfactory performance
3 of the agreement. Notwithstanding the above, the SUBGRANTEE
4 shall not be relieved of liability to PROGRAM AGENT for
5 damages sustained by PROGRAM AGENT by virtue of any breach
6 of the agreement by SUBGRANTEE and PROGRAM AGENT may with-
7 hold any reimbursement to SUBGRANTEE for the purposes of
8 setoff until such time as the exact amount of damages due
9 PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise
10 determined.

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11 B. For Convenience. PROGRAM AGENT may terminate this Agree-
12 ment at any time by giving written notice to SUBGRANTEE
13 of such termination and specifying the effective date
14 thereof, at least 30 days before the effective date of
15 such termination. In that event, all finished or unfinished
16 documents and other materials as described in Paragraph A
17 hereof shall, at the option of PROGRAM AGENT, become its
18 property. If the Agreement is terminated by PROGRAM AGENT
19 as provided herein, SUBGRANTEE will be paid an amount
20 which bears the same ratio to the total compensation as the
21 services actually perform bear to the total services of
22 the SUBGRANTEE covered by this Agreement, less payments of
23 compensation previously made: Provided, however, that if
24 less than 60 percent of the services covered by this
25 Agreement have been performed upon the effective date of
26 such termination, the SUBGRANTEE shall be reimbursed (in
27 addition to the above payment) for that portion of the
28 actual out-of-pocket expenses (not otherwise reimbursed
29 under this Agreement) incurred by the SUBGRANTEE during
30 the Agreement Period which are directly attributable to the
31 uncompleted portion of the services covered by this Agree-
32 ment. If this Agreement is terminated due to the fault of

1 the SUBGRANTEE, Paragraph A hereof relative to termination
2 shall apply.

3 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
4 agency or other organization has been employed or retained to
5 solicit or secure this Agreement upon an agreement or under-
6 standing for commission, percentage, brokerage, or contingency
7 fee. For breach or violation of this covenant, PROGRAM AGENT
8 shall have the right to annul this agreement without liability
9 or, in its discretion, to deduct from the compensation or
10 otherwise recover, the full amount of such commission, per-
11 centage, brokerage, or contingent fee. Micro Fiched

12 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
13 ordinances, and codes of the State of California and local
14 governments.

15 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
16 less and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or
18 damages, including attorney fees, arising out of or resulting
19 from the performance of this Agreement, caused in whole or in
20 part by any negligent act or omission of SUBGRANTEE or anyone
21 directly or indirectly employed by SUBGRANTEE, regardless of
22 whether or not it is caused in part by a party indemnified
23 hereunder.

24 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
25 Federal Government a royalty-free, non-exclusive and irrevocable
26 license throughout the world for government purposes to publish,
27 translate, reproduce, and otherwise use and dispose of, and
28 to authorize others to do so, all data, including reports,
29 patents, copyrights, drawings, blueprints and technical in-
30 formation resulting from the performance of the work under
31 this Agreement. SUBGRANTEE will not include copyrighted matter
32 in the material furnished under this Agreement without written

1 permission from the copyright owner.

2 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
3 has no interest and shall not acquire any interest, direct or
4 indirect, which would conflict in any manner or degree with
5 the performance of services required to be performed under
6 this Agreement. SUBGRANTEE further covenants that in the per-
7 formance of this Agreement no person having any such interest
8 shall be employed.

Micro Fiched

9 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
10 SUBGRANTEE develops any systems analysis products, models,
11 electronic data processing systems, software and related
12 services, SUBGRANTEE agrees that the methods, materials, logic,
13 and systems developed pursuant to this Agreement shall be the
14 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
15 sees fit, including the right to reuse and publish the same
16 without limitation.

17 12. FEDERAL AID. It is understood by the parties hereto that
18 neither this Agreement nor any Agreement pursuant hereto shall
19 obligate the Federal Government to enter into any Agreement
20 with SUBGRANTEE or any other entity for Federal financial
21 assistance in connection with this Agreement; or for the
22 planning or undertaking of any work element not included in
23 this Agreement. Any such agreement will be entered into at
24 the sole discretion of the Federal Government.

25 13. GOVERNMENT. It is understood by the parties hereto that the
26 Federal Government will not be obligated or liable to SUB-
27 GRANTEE as a condition of this Agreement.

28 14. LEGAL RELATIONSHIP.

29 A. It is herein understood and agreed that SUBGRANTEE is an
30 independent contractor and that no relationship of employer-
31 employee exists between the parties hereto. That SUBGRANTEE
32 shall not be entitled to any benefits available to employees

1 of PROGRAM AGENT. That PROGRAM AGENT is not required to
2 make any deductions from the compensation payable to
3 SUBGRANTEE under the provisions of this Agreement; that
4 as an independent contractor, SUBGRANTEE thereby holds
5 PROGRAM AGENT harmless from any and all claims that may be
6 made against PROGRAM AGENT based upon any contention by
7 any third party that an employer-employee relationship
8 exists by reason of this Agreement. Micro Fiches

- 9 B. It is further understood and agreed by the parties hereto
10 that SUBGRANTEE in the performance of its obligations
11 hereunder is subject to the control or direction of
12 PROGRAM AGENT merely as to the result to be accomplished
13 by the services herein agreed to be rendered and performed
14 and not as to the means and methods for accomplishing the
15 result.
- 16 C. If, in the performance of this Agreement, any third persons
17 are employed as employees of SUBGRANTEE, such persons
18 shall be employed by and shall be entirely and exclusively
19 under direction, supervision and control of said SUBGRANTEE.
20 All terms of employment of said persons, including hours,
21 wages, working conditions, discipline, hiring and discharg-
22 ing or any other terms of employment or requirements of
23 law, shall be made by said SUBGRANTEE, and PROGRAM AGENT
24 shall have no right or authority over said persons or the
25 terms of such employment.
- 26 D. SUBGRANTEE, as an independent employer, shall be liable
27 and hereby expressly assumes and accepts exclusive
28 liability as an employer under the Federal Insurance Con-
29 tributions Act, the Federal Unemployment Tax Act, Federal
30 Social Security Acts, the Unemployment Compensation Act,
31 or any other Federal or State laws or acts which in any way
32 affect or relate to the relationship of employer and

1 employee, and shall be liable for any Social Security,
2 Unemployment Compensation or other taxes or penalties arising
3 or levied by reason of the employment of such persons
4 employed by it. PROGRAM AGENT shall not be liable for any
5 workmen's compensation or other benefits accruing under
6 any Federal or State law or acts to any persons employed
7 by the said SUBGRANTEE under this Agreement, but such
8 liability, if any, shall be exclusively that of SUBGRANTEE.

9 15. PERSONNEL.

Micro Fiches

10 A. SUBGRANTEE represents that he has, or will secure at his
11 own expense, all personnel required in performing the
12 services under this Agreement. Such personnel shall not
13 be employees of or have any contractual relationship with
14 PROGRAM AGENT.

15 B. All of the services required hereunder will be performed
16 by SUBGRANTEE or under his supervision, and all personnel
17 engaged in the work shall be fully qualified and shall be
18 authorized under State and local law to perform such
19 services.

20 C. None of the work or services covered by this Agreement
21 shall be sub-contracted without the prior written approval
22 of the Auditor of PROGRAM AGENT.

23 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
24 this agreement is not assignable by SUBGRANTEE either in whole
25 or in part.

26 17. ALTERATIONS. No alteration or variation of the terms of this
27 agreement shall be valid unless made in writing and signed by
28 the parties hereto.

29 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
30 condition precedent shall not be construed as a waiver on the
31 part of PROGRAM AGENT of any other default, breach or condition
32 precedent, or any other right hereunder.

1 19. SUCCESSORS. This agreement shall bind and inure to the suc-
2 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
3 same manner as if such party had been expressly named herein.

4 20. TIME. Time is the essence of this Agreement. Micro Fiched

5 21. SUPPLEMENTAL SUB GRANT. The sub grant set forth in this
6 agreement is funded from a portion of a modification to
7 Title II CETA grant No. 06-5022-21, made by U.S. Department
8 of Labor to the Sacramento-Yolo Manpower Agency. The
9 modification in question was offered by telegram dated
10 September 17, 1974. It was made on certain conditions
11 including the use of the funds for certain specified target
12 groups and approval of definitive terms for performance in
13 relation to the funds. SUBGRANTEE agrees to use the funds
14 subgranted by this agreement only in accordance with the
15 mentioned conditions and definitive terms for performance
16 approved by the U.S. Department of Labor.

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 agreement as of the day and year hereinabove set forth.

19 PROGRAM AGENT:

20 COUNTY OF YOLO, a political subdivision
21 of the State of California

22 BY Wm E. Henigan
23 CHAIRMAN OF THE BOARD OF SUPERVISORS

24 ATTEST:

25 LAURENCE P. HENIGAN, CLERK

26 BY Balrinal Rodgers
27 DEPUTY

28 (SEAL)

29 SUBGRANTEE:

30
31 BY Clarence W. Weiss, Secretary
32 BOARD OF DIRECTORS
WEST SACRAMENTO SANITARY DISTRICT
1951 South River Road
West Sacramento, CA 95691

SACRAMENTO-YOLO FIGHTER AGENCY
SUB-GRANT APPLICATION
SUB-AGENT SIGNATURE SHEET

Sub-Agent Name West Sacramento Sanitary District

Address P.O. 802 1951 S. River Road

City West Sacramento, CA 95691 Phone: (916) 371-5132

Program Director Robert O. Brugge

Micro Fiched

1. Amount of funds allocated per this sub-grant:

\$ 7,789.00

2. Grant Period from December 1, 1974 to June 30, 1975.

WEST SACRAMENTO SANITARY DISTRICT
(Legal Name of Applicant)

Box 802
1951 South River Road
(Address) W. Sacto, CA
95691

X Clarence W. Weiss
(Signature of Authorized Officer)

Secretary

Clarence W. Weiss, Secretary
(Typed Name & Title of
Authorized Officer)

November 12, 1974
(Date of Application)

SY-52

XEROX
COPY

EXHIBIT "A"

ALLOCATION OF DISCRETIONARY FUNDS

CETA Title II

Micro Elected

<u>Sub-Agent</u>	<u>Position Classification</u>	<u>Funds</u>
City of Davis	Typist Clerk	\$ 4,587
City of Davis	Stock Clerk	5,034
Washington School District	Groundskeeper	4,994
Washington School District	Maintenance Man	5,105
West Sacramento Sanitary District	Operator, Wastewater Disposal	<u>7,789</u>
	TOTAL	<u>\$27,509</u>

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development. Micro Fiched
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and Micro Fiches benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full. Micro Fiches

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department. Micro Fiched

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

Micro Fiched

It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. Micro Filled
These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the Micro Fiche necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

Micro Fiches

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

<u>Classification</u>	<u>Per Cent Turnover-1971</u>
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an *Micro Fiches* opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment and Development.

Assurances and Certifications

A. General Assurances

1. The grantee assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.
3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-358) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

Assurances and Certifications

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- be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
- c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- f. The program under the Act does not involve political activities.
- g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
- i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

Assurances and Certifications

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))
- k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))
- m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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Assurances and Certifications

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))
- v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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Assurances and Certifications

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a) (2))

- w. It will comply with the labor standards requirements set out in section 606 of the Act.
 - x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
 - y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a) (1) (D)) (Sec. 205 (c) (1))
4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))
2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))
4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))
5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205(c)(7))
6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205(c)(8))
7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

Assurances and Certifications

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))
9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))
10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))
11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))
12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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Assurances and Certifications

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))
14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))
15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))
16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

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FILED

OCT 20 1974

AGREEMENT NO. 74-224

LAURENCE P. HENIGAN, Clerk
By *Laurence P. Henigan*
Deputy

THIS AGREEMENT made and entered into this 28th day of October, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, by and through the Grand Jury of the County of Yolo, hereinafter referred to as GRAND JURY, and JOHN F. FORBES & COMPANY, Certified Public Accountants, of the City of Sacramento, State of California, hereinafter referred to as AUDITORS,

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XEROX
COPY

W I T N E S S E T H:

1. EMPLOYMENT. GRAND JURY after having been first empowered so to do by the Superior Court of the State of California, in and for the County of Yolo, has employed and does employ AUDITORS in accordance with the following terms and conditions for the purpose of making a careful and complete audit and examination of the books, records and accounts of all of the officers of said County of Yolo in accordance with § 925 of the California Penal Code for the period beginning July 1, 1973 and ending June 30, 1974, and the AUDITORS hereby accept said employment and agree to perform such an audit in accordance with the terms and conditions of this agreement and in accordance with the proposal of GRAND JURY.

2. SCOPE OF AUDIT. Said audit shall specifically include tests of the accounting records, receipts, disbursements and financial transactions, tax roll accountability, Board of Supervisors allowances, road funds, tax redemption, collateral, securities and all other accounts, books, papers, documents, files and correspondence necessary to complete a thorough and practical audit covering all county offices, departments, agencies, institutions and offices of the said County of Yolo, and the govern-

1 mental departments and functions thereof, all in accordance
2 with accepted governmental auditing practices. Said audit shall
3 also include an audit of the books and records of the justice
4 courts of the County of Yolo, which books and records shall be
5 audited in accordance with the methods prescribed in that certain
6 pamphlet entitles "Standard Audit Program for Minicipal Courts
7 and Justice Courts" prepared by the Controller of the State of
8 California. AUDITORS shall also make a special review of the
9 Yolo County Child Support Program and comment in writing upon
10 the performance of the duties involved therein as required by
11 Welfare and Institutions Code Section 10602.5 in accordance with
12 the Grand Jury Child Support Audit Guidelines of the State
13 Department of Benefit Payments. Said audit shall not include
14 school districts and other special districts under the direction
15 of locally elected governing boards.

16 3. LIAISON. Micro Fiched AUDITORS shall designate one of their members
17 to act as liaison between AUDITORS and GRAND JURY acting by and
18 through the duly appointed chairman of the Audit Committee of
19 GRAND JURY.

20 4. AUDIT PERSONNEL. AUDITORS shall use only qualified and
21 experienced personnel in conducting the audit particularly those
22 interested in auditing procedures.

23 5. REPORTS.

24 a. Report upon Recommendations. AUDITORS shall make a
25 report to the Audit Committee of GRAND JURY as soon as
26 reasonably possible after commencing the audit as to
27 whether or not the recommendations in the 1973 Grand
28 Jury audit report have been carried out or are being
29 carried out by the various county departments involved.

30 b. Progress Reports. AUDITORS shall make progress
31 reports periodically during the course of this engagement
32 and shall confer with the Audit Committee of GRAND JURY

1 before the final preparation of the audit report.

2 c. Preliminary Findings and Temporary Reports. AUDITORS
3 shall make such preliminary findings and temporary reports
4 to the GRAND JURY as may be advisable should the audit and
5 examination disclose any matter or matters which may be
6 deemed advisable or expedient to bring to the immediate
7 attention of the GRAND JURY. Such preliminary report or
8 statement may be made orally to GRAND JURY by AUDITORS
9 or in such written or temporary manner as may be agreed
10 upon. Micro Fiched

11 d. Audit Report. Said audit shall be completed and
12 reports thereon furnished not later than January 15, 1975,
13 together with 24 copies thereof.

14 6. SPECIAL STUDY AND REPORT. AUDITORS shall, with concurrence
15 of the Audit Committee of GRAND JURY, select two county depart-
16 ments for more comprehensive review.

17 7. COMPENSATION.

18 a. Amount. As full compensation for all services to be
19 performed by AUDITORS said GRAND JURY hereby agrees to
20 pay said AUDITORS the sum of \$11,400 for all services
21 rendered.

22 b. Payment. Said compensation shall be paid upon an
23 itemized statement made upon completion of final audit
24 report and acceptance thereof by GRAND JURY.

25 c. Statement. AUDITORS shall submit an itemized state-
26 ment with their claim for services rendered showing the
27 number of hours worked, the name of each person who
28 conducted any part of the audit and the number of hours
29 worked by each such person.

30 8. DETAIL WORK. Notwithstanding the foregoing, it is
31 expressly understood that in the event AUDITORS encounter any
32 circumstances in the conduct of the audit or irregularities or un-

1 forseen conditions which warrant more detailed investigation
2 or audit not within the scope of a general audit, such circum-
3 stances shall be immediately reported to GRAND JURY and if
4 deemed necessary, this agreement may be amended to provide for
5 a more detailed audit and for additional compensation to be
6 paid therefor. In the event such circumstances are encountered,
7 AUDITORS shall immediately report such matter to GRAND JURY for
8 approval of a more detailed investigation or audit. Micro Fiched
9 9. OTHER EMPLOYMENT. During the term of this agreement
10 AUDITORS shall not accept any employment by the County of Yolo
11 or its officers, agents or employees without the consent of
12 GRAND JURY.

13 IN WITNESS WHEREOF, the GRAND JURY has caused this
14 agreement to be executed in accordance with the terms of § 926
15 of the California Penal Code, and AUDITORS have executed this
16 agreement, all on the day and year herein first above written.

17 GRAND JURY of the County of Yolo

18 BY *Austin A. Armer*
19 AUSTIN A. ARMER, Foreman

20 BY *Terry Amick*
21 TERRY AMICK, Secretary

22
23 JOHN F. FORBES & COMPANY - AUDITORS

24 BY *Bert E. Hocking*
25 BERT E. HOCKING

26
27 Compensation provided in Agreement
28 Approved for the 1974 Yolo County
29 GRAND JURY

30 *James C. McDermott*
31 JAMES C. McDERMOTT
32 Judge of the Superior Court

31 *Warren K. Taylor*
32 WARREN K. TAYLOR
 Judge of the Superior Court

1 BOARD OF SUPERVISORS OF THE COUNTY
2 OF YOLO, STATE OF CALIFORNIA

3
4 BY W. E. Hansen
CHAIRMAN OF THE BOARD OF SUPERVISORS

5 ATTEST:

6 LAURENCE P. HENIGAN, CLERK

7
8 BY Robt. E. Lucas
DEPUTY

Micro Fiched

9
10 (SEAL)

YOLO COUNTY
AGREEMENT NO. 74-225

STATE OF CALIFORNIA
STATE LANDS COMMISSION

FILED

JAN - 7 1975

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
Deputy

AMENDMENT OF PERMIT P.R.C. 4798.9

WHEREAS, the State of California, acting through the State Lands Commission, hereinafter called Lessor, and COUNTY OF YOLO, hereinafter called Lessee, have heretofore entered into an Agreement designated as Permit P.R.C. 4798.9 and dated October 11, 1973, whereby the Lessor granted to said Lessee a Public Agency Permit covering certain tide and submerged land situate in the Sacramento River, Yolo County; and

WHEREAS, Paragraph 29 of Permit P.R.C. 4798.9 provides that said Agreement may be terminated, the provisions changed, altered or amended by mutual consent of the parties; and

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WHEREAS, Lessee desires to relocate authorized improvements thereby requiring an amendment of the land description in Section 3 of said Agreement; and

WHEREAS, by reason of the foregoing, it is now the desire of the parties to amend the aforesaid Agreement.

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

1. The property description appearing in Section 3 of said Permit P.R.C. 4798.9 is hereby deleted and there is substituted therefor the property description appearing on Exhibit "A" attached hereto and by reference made a part hereof.

The effective date of this Amendment to the aforesaid Agreement shall be January 1, 1975.

And it is further agreed that all other terms and conditions of Permit P.R.C. 4798.9 are to remain unchanged and in full force and effect.

This Agreement will become binding on the Lessor only when duly executed on behalf of the State Lands Commission of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereafter affixed.

Micro Fiched

LESSEE*

COUNTY OF YOLO

By Wm. E. Duncan
Title CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF

CALIFORNIA.
Yolo County Courthouse
P.O. Box 109888
Woodland, California 95695

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By William N. Hunt
ASSISTANT MANAGER

Date: JAN 6 1975

Execution of this document was
authorized by the State Lands
Commission on DEC 19 1974

STATE OF CALIFORNIA)

) ss.

COUNTY OF YOLO)

On October 28, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
Laurence P. Henigan

EXHIBIT "A"

WP 4798

A parcel of tide and submerged land in the bed of the Sacramento River situated in the Town of Broderick, Yolo County, California, being more particularly described as follows:

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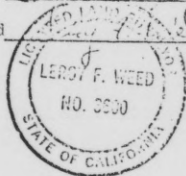
BEGINNING at a 3/4 inch diameter galvanized iron pipe marked "R.E. 7400", said pipe lying in the north line of James Street (now known as "A" Street) and bearing S 80° 01' E, 186.59 feet from the intersection of the center line of Fifth Street and the north line of James Street as said pipe is shown on Map No. 30, Book of Maps & Surveys No. 6, Official Records of Yolo County, said pipe marking the TRUE POINT OF BEGINNING of this description; thence S 80° 01' E 935 feet; thence N 87° E, 95 feet; thence S 77° E, 98 feet; thence S 4° 30' E 5 feet; thence S 85° 30' W 42 feet; thence S 8° W 40 feet; thence S 84° 57' 48" W 157.79 feet to the south line of James Street ("A" Street); thence N 80° 01' W 935 feet along the south line of James Street; thence N 09° 59' E 80 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark.

Bearing in this description are based on the north line of James Street as shown on the above described Map No. 30.

END OF DESCRIPTION

Prepared *Robert L. Reed* Checked *Lucy J. Reed*
 Reviewed *Robert L. Reed* Date *4/29/74*



AFTER RECORDING
RETURN TO:

FOR THE ORDER'S USE ONLY

PACIFIC GAS AND ELECTRIC COMPANY

Land Department

77 Beale Street

San Francisco, California 94106

Attn: Title Administration Unit

Location: City/Unit

Recording Fee

Documentary Transfer Tax \$

☐ Computed on Full Value of Property Conveyed, or☐ Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature of declarant or agent determining tax

EASEMENT

YOLO COUNTY
AGREEMENT NO. 74-226

YOLO COUNTY, a public body of the State of California

Micro Fiche

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the

County of Yolo, State of California, described

as follows:

APN: 40-190-6

The parcel of land situate in Section 34, Township 9 North, Range 1 East, M.D.B. & M., conveyed by United States of America to County of Yolo by the deed dated October 10, 1958 and recorded in Book 567 of Official Records at Page 386, Yolo County Records.

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as second party deems necessary located along the route which is delineated by the heavy dashed line shown upon the print of second party's Drawing No. L-9-1-34 attached hereto and made a part hereof.

FILED

NOV 18 1974

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
DeputyXEROX
COPYGRANTOR'S COPY AND MAP
DO NOT RETURN TO P.G. & E.
RETAIN FOR YOUR RECORDS.

Second party shall also have the right to trim _____
and clear away or otherwise control any trees or brush along said _____

facilities whenever considered necessary for the complete enjoyment of the rights hereby granted.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this _____ 28th _____ day
of _____ OCTOBER _____, 19 74.

YOLO COUNTY

Micro Etched

By: Wm. E. Duncan
Its: Board of Supervisors

And By: LAURENCE P. HENIGAN, COUNTY CLERK
Its: Ex-Officio Clerk of the Board of Supervisors

By Pete E. Lucas Deputy

Executed in the presence of:

WITNESS

WO 4-1313-G

Approved or to Form

Dated 10/29/74

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On October 31, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

Pete E. Lucas

COUNTY OF YOLO
DEED DATED 10-10-58
RECORDED O.R. 567, PG. 396

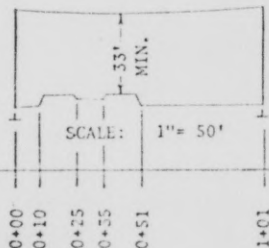
INTERNATIONAL

AIRPORT

FD. REBAR W/PLASTIC CAP
LS 2878 YOLO ENGR.

LOT 2
BLOCK 15

Micro Etched



LOT 3
BLOCK 15

DARREL G. ROCHESTER
DEED DATED 1-19-72
RECORDED O.R. 1005, PG. 667

S 89°44' E 410'

TIE: S 21°37' E 49.25'

FD. 1" IRON PIPE MARKING
S/W COR. OF ROCHESTER PROPERTY

L-15

LOT 6
BLOCK 15

FD. 2 5/8" EH

Unless otherwise shown
all courses extend to or
along boundaries or lines

CITY, RANCHO, SUBDIVISION, ETC.

LUCERNE FARMS

M.B. 2, PG. 13

CALIFORNIA
COORDINATE ZONE

E.

NEGE QUAD



LEGEND
CALCULATED COORD.



SCALED COORD.

SCALE

1" = 100'

DATE

9-18-74

SECTION

SEC. 34

TOWNSHIP

T2N

RANGE

R1E

MERIDIAN

111D 571

COUNTY OF

YOLO

F.D. 12-25

DR. BY

CH. BY

EXT. TO DARREL ROCHESTER

PG. 13

SACD

NO 4-1313-6

1-1-1-34

REFERENCES

DIVISION

AUTHORIZATION

DRAWING NO.

RECEIVED

FILED

NOV 21 1974

NOV 21 1974

AGREEMENT NO. 74- 227

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk

(Agreement for Family Nurse Practitioner)

By Paula C. Cenal Deputy

By.....3 Deputy

THIS AGREEMENT, made and entered into this 4th day of
November, 1974, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter called COUNTY,
and CHERIE SMITH, hereinafter called CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

XEROX
COPY

RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner currently serving the County of Yolo as such, pursuant to Yolo County Agreement No. 74-118.
2. The term of such contract expires on October 31, 1974, and COUNTY still has the need for said services of such a family nurse practitioner for a limited period of time.
3. COUNTY wishes to extend said contract with CONTRACTOR for an additional period of time, to wit, until June 30, 1975.

AGREEMENTS:

1. The term of said Agreement No. 74-118 is hereby extended until June 30, 1975.
2. In all other respects, the terms of said Agreement No. 74-118 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Heman

CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR:

Cherie Smith
CHERIE SMITH

AUG-9 1974

LAURENCE P. HENIGAN, Clerk

AUG-9 1974

LAURENCE P. HENIGAN, Clerk

By: *Barbara Rodger*
Deputy

AGREEMENT NO. 74-118

(Agreement for Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 8th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and CHERIE SMITH, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner.
2. COUNTY has the need for said services of such a family nurse practitioner for a limited period of time.

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
 - A. Using basic nursing knowledge and skills of interviewing, observation, counselling, guidance, and health instruction as required,
 - B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
 - C. Coordinating patient and family care.
 - D. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services:
 - 1) Takes detailed health history.
 - 2) Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation.
 - 3) Orders necessary laboratory tests.
 - 4) Takes appropriate smear and cultures.
 - 5) Draws blood for test purposes.
 - 6) Gives immunizations.

- 1 7) Diagnoses and treats common and/or relatively
- 2 stable illnesses.
- 3 8) Initiates prescriptions to be countersigned by
- 4 the physician for medications other than narcotics
- 5 or other dangerous drugs.
- 6 9) Conducts growth and development testing.
- 7 10) Gives health instruction to patients and families.
- 8 11) Counsels patient and families regarding total
- 9 health needs. Micro Fiched
- 10 12) Provides guidance and consultation to PHN staff PHN.
- 11 13) Refers patients to physician when appropriate.
- 12 14) Does problem centered recording.

- 13 2. CONTRACTOR shall provide said services at all times as an
- 14 independent contractor and not as an employee of the County
- 15 of Yolo.
- 16 3. For said services, CONTRACTOR shall be paid the sum of TEN
- 17 (\$10) DOLLARS per hour for a maximum of twenty (20) hours per
- 18 week. Said payment shall be made by COUNTY to CONTRACTOR
- 19 upon her submission of a claim to COUNTY, countersigned and
- 20 approved by the Health Officer of COUNTY.
- 21 4. CONTRACTOR shall commence services on the 1st day of July,
- 22 1974, and shall continue to perform said services until the
- 23 31st day of October, 1974. During said period of time,
- 24 CONTRACTOR shall work for a maximum of twenty (20) hours per
- 25 week.
- 26 5. Either party may terminate this contract upon delivery to the
- 27 other party of thirty (30) days' notice of such termination.

28 IN WITNESS WHEREOF, the parties hereto have executed this
29 agreement as of the day and year hereinabove set forth.

30 COUNTY OF YOLO, a political subdi-
31 vision of the State of California

32 BY W. E. Hanson
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR -

Cherie Smith

CHERIE SMITH

Micro Fiched

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FILED

NOV 21 1974

LAURENCE P. HENIGAN, Clerk

By Paula S. Coral
Deputy

RECEIVED

NOV 21 1974

LAURENCE P. HENIGAN, Clerk

By.....

AGREEMENT NO. 74-228

(Agreement for Family Nurse Practitioner)

4 Deputy

5 THIS AGREEMENT, made and entered into this 4th day of
6 November, 1974, by and between the COUNTY OF YOLO, a political
7 subdivision of the State of California, hereinafter called COUNTY,
8 and JOANN TROLINGER, hereinafter called CONTRACTOR. Micro Fiched

9 W I T N E S S E T H :

XEROX
COPY

10 RECITALS:

- 11 1. CONTRACTOR is a licensed family nurse practitioner
12 currently serving the County of Yolo as such, pursuant
13 to Yolo County Agreement No. 74-119.
- 14 2. The term of such contract expires on October 31, 1974, and
15 COUNTY still has the need for said services of such a
16 family nurse practitioner for a limited period of time.
- 17 3. COUNTY wishes to extend said contract with CONTRACTOR
18 for an additional period of time, to wit, until June 30,
19 1975.

20 AGREEMENTS:

- 21 1. The term of said Agreement No. 74-119 is hereby extended
22 until June 30, 1975.
- 23 2. In all other respects, the terms of said Agreement No.
24 74-119 are hereby ratified and confirmed.

25 IN WITNESS WHEREOF, the parties hereto have executed this
26 agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdi-
27 vision of the State of California

28 BY W. E. Henigan
29 CHAIRMAN OF THE BOARD OF SUPERVISORS

30 CONTRACTOR:

31 Joann Trolinger
32 JOANN TROLINGER

9 1974

NOAN, Clerk

AGREEMENT NO. 74-119

AUG-9 1974

LAWRENCE P. HENGAN, Clerk

Pauline Hogen

(Agreement for Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 8th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JOANN TROLINGER, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner.
2. COUNTY has the need for said services of such a family nurse practitioner for a limited period of time.

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
 - A. Using basic nursing knowledge and skills of interviewing, observation, counselling, guidance, and health instruction as required,
 - B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
 - C. Coordinating patient and family care.
 - D. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services:
 - 1) Takes detailed health history.
 - 2) Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation.
 - 3) Orders necessary laboratory tests.
 - 4) Takes appropriate smear and cultures.
 - 5) Draws blood for test purposes.
 - 6) Gives immunizations.

- 1 7) Diagnoses and treats common and/or relatively
2 stable illnesses.
- 3 8) Initiates prescriptions to be countersigned by
4 the physician for medications other than narcotics
5 or other dangerous drugs.
- 6 9) Conducts growth and development testing.
- 7 10) Gives health instruction to patients and families.
- 8 11) Counsels patient and families regarding total
9 health needs. Micro Fiched
- 10 12) Provides guidance and consultation to PHN staff PHN.
- 11 13) Refers patients to physician when appropriate.
- 12 14) Does problem centered recording.
- 13 2. CONTRACTOR shall provide said services at all times as an
14 independent contractor and not as an employee of the County
15 of Yolo.
- 16 3. For said services, CONTRACTOR shall be paid the sum of TEN
17 (\$10) DOLLARS per hour for a maximum of twenty (20) hours per
18 week. Said payment shall be made by COUNTY to CONTRACTOR
19 upon her submission of a claim to COUNTY, countersigned and
20 approved by the Health Officer of COUNTY.
- 21 4. CONTRACTOR shall commence services on the 1st day of July,
22 1974, and shall continue to perform said services until the
23 31st day of October, 1974. During said period of time,
24 CONTRACTOR shall work for a maximum of twenty (20) hours per
25 week.
- 26 5. Either party may terminate this contract upon delivery to the
27 other party of thirty (30) days' notice of such termination.
- 28 IN WITNESS WHEREOF, the parties hereto have executed this
29 agreement as of the day and year hereinabove set forth.

30
31 COUNTY OF YOLO, a political subdivi-
32 sion of the State of California

BY W. E. Hanna
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR -

James Trolinger
JAMES TROLLINGER

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R. L. Conley Sr.
Richard L. Conley Sr.
R 3 Box 246
Woodland, Calif 95695
662-8755

YOLO COUNTY
AGREEMENT NO. 74-229

October 14, 1974

Yolo County Dept of Public Works
292 W. Beamer St
Woodland, Calif 95695

Micro Fiched

FILED

NOV 12 1974

LAURENCE P. HENIGAN, Clerk

By *Pat E. Henigan* Deputy

Gentlemen:

I propose to clear brush on the one and one half mile of the Cotton Wood blough. Between road 87B and road 89. At the rate of \$13.00 per hour for a period of 180 hours, for the dept. of Public Works of Yolo County. Work to be performed in accordance with instructions furnished by the department.

**XEROX
COPY**

Sincerely
Richard L. Conley Sr.
Richard L. Conley Sr.

APPROVED TO FORM

[Signature]
County Counsel of Yolo County

COUNTY OF YOLO

BY

W. E. Duncan
Wm. E. Duncan, Chairman

Nov. 12, 1974.

Board of Supervisors, County of Yolo.

HOLD HARMLESS STATEMENT

It is understood that the undersigned _____

RICHARD CONLEY DBA R L C & SONS

shall indemnify and hold harmless the County of Yolo from any and all loss, damage or liability resulting from his or his firm's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by his work.

Micro Fiched

FIRM R. L. C. & Sons

AUTHORITY Richard L. Conley

PRINT NAME (AUTHORITY) Richard L. Conley

DATE Sept. 24, 1974

ADDRESS Rt 3 Box 246

Woodland

BK.

FILED

NOV-4 1974

LAURENCE P. HENIGAN, Clerk

By *[Signature]*
Deputy

1 November 4, 1974

Agreement No. 74-230

2 Woodland,, California

3 RANCHO 102, a partnership
4 Grantors

5 RIGHT OF WAY CONTRACT
6 COUNTY HIGHWAY

Micro Fiched

7 Document No. 74-22 in the form of a Grant Deed, covering
8 the following described property:

9 Two parcels of land located in Township 9 North,
10 Range 2 East, M.D.B. & M., Yolo County, California
more particularly described as follows:

11 PARCEL 1

12 A parcel of land being a portion of the Southwest
13 quarter of Section 14, Township 9 North, Range 2
14 East, M. D. B. & M., said parcel being more fully
described as follows:

15 COMMENCING at the Southwest corner of said South-
west quarter; thence South 89°45'22" East 25.00
16 feet along the South line of said Southwest quarter;
thence North 00°55'48" East 30.00 feet to the inter-
17 section of the Northerly right of way line of County
Road number 27 with the Easterly right of way line
of County Road number 102, THE TRUE POINT OF BEGINNING:
18 THENCE continuing North 00°55'48" East 2609.30 feet
along said Easterly right of way line to the North
19 line of said Southwest quarter; thence South 89°48'55"
East 50.00 feet along the North line of said Southwest
20 quarter; thence South 00°55'48" West 2609.35 feet
along a line parallel with and 50.00 feet Easterly
21 of the Easterly right of way line of County Road
number 102 to the Northerly right of way line of
22 County Road Number 27; thence North 89°45'22" West
50.00 feet along said North right of way line to
23 the true point of beginning.

24 Containing 2.995 Acres

25 PARCEL 2

26 A parcel of land being a portion of the Northwest
27 quarter of Section 23, Township 9 North, Range 2
East M.D.B. & M., said parcel being more fully described
28 as follows:

29 COMMENCING at the Northwest corner of said Northwest
quarter; thence South 00°47'48" West 30.00 feet
30 along the west line of said Northwest quarter; thence
South 89°45'22" East 25.00 feet to the intersection
31 of the Easterly right of way line of County Road
Number 102 with the Southerly right of way line of

32

XEROX
COPY

1 County Road Number 27, THE TRUE POINT OF BEGINNING;
2 THENCE continuing South 89°45'22" East 50.00 feet
3 along said Southerly right of way line of County
4 Road Number 27; thence South 00°47'48" West 448.92
5 feet along a line parallel with and 50.00 feet
6 Easterly of the Easterly right of way line of County
7 Road Number 102; thence South 45°47'48" West 33.94
8 feet; thence South 00°47'48" West 30.00 feet along
9 a line parallel with and 26.00 feet Easterly of Micro Fished
10 the Easterly right of way line of County Road Number
11 102; thence South 44°12'12" East 33.94 feet; thence
12 South 00°47'48" West 2075.18 feet along a line
13 parallel with and 50.00 feet Easterly of the Easterly
14 right of way line of County Road number 102 to the
15 South line of the Northwest quarter of Section 23;
16 thence North 89°35'12" West 50.00 feet along said
17 South line to the Easterly right of way line of
18 County Road number 102; thence North 00°47'48" East
19 2601.95 feet along said Easterly right of way line
20 to the true point of beginning.

21 Containing 2.957 acres.

22 has been executed and delivered to Lloyd H. Roberts, Director of
23 Public Works of the County of Yolo.

24 In consideration of which, and the other considerations
25 hereinafter set forth, it is mutually agreed as follows:

26 I. The parties have herein set forth the whole of their
27 agreement. The performance of this agreement constitutes the
28 entire consideration for said document and shall relieve the
29 County of all further obligations or claims on this account, or
30 on account of the location, grade and construction of the pro-
31 posed public improvement.

32 II. The County shall:

33 A. Pay the undersigned grantor the sum of \$9,523.20
34 for the property as conveyed by Grant Deed No. 74-22 (herein
35 described) within sixty (60) days after date title to said
36 property vests in, or is in escrow for the County of Yolo, free
37 and clear of all liens, encumbrances, assessments, easements,
38 and leases recorded and/or unrecorded.

39 This transaction will be handled through escrow numbers
40 68264 and 68266 with Western Title Guaranty Company of Woodland.

41 B. Pay all escrow and recording fees incurred in this

1 transaction including documentary tax stamps, if required, and
2 if title insurance is desired by the County, the premium charged
3 therefore.

4 C. During construction of this project (known as County
5 Road 102, Work Order No. 4221) and prior to completion, the
6 County will: Micro Fished

7 1. Construct 25 foot wide gravel driveway aprons with
8 the necessary roadside culverts (15" Min. I.D.) right of Engineers
9 Stations 1186+96 and 1200+95.

10 III. It is mutually understood and agreed that upon comple-
11 tion of the above mentioned driveways, they shall be considered
12 as an encroachment under permit upon the County Road and are to
13 be maintained, repaired, and operated as such by Grantor in
14 accordance with and subject to the laws of the State of California
15 and the rules and regulations of the Department of Public Works
16 of the County of Yolo.

17 IV. Grantor hereby agrees to permit County or its
18 Contractor to enter upon the lands of the Grantor as may be
19 necessary to accomplish the work as described in C above.

20 IN WITNESS WHEREOF, the parties have executed this agree-
21 ment the day and year first above written.

22 Dated: October 21 1974 Sanaka 102

23 by
24 Eud C. Heidrich Jr.
25 Joe Heidrich Jr.
Grantors

26 Recommended for Approval
27 By David H. Roberts W E Newman
28 CHAIRMAN OF THE BOARD OF SUPER-
29 VISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

30 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

31 Approved as to Form
32 Dated 11/5/74
[Signature]
County Counsel of Yolo County

FILED

NOV 20 1974

1 AGREEMENT NO. 74- 231

LAURENCE P. HENIGAN, Clerk

By [Signature] Deputy

2
3 THIS AGREEMENT made and entered into this 4th day of
4 November, 1974, by and between the COUNTY OF YOLO, a
5 political subdivision of the State of California, hereinafter
6 referred to as PROGRAM AGENT, and the OFFICE OF THE COUNTY
7 SUPERINTENDENT OF SCHOOLS of the County of Yolo, State of Cali-
8 fornia, hereinafter referred to as SUBGRANTEE,

9 Micro Fiched

10 W I T N E S S E T H:

11 RECITALS:

- 12 1. PROGRAM AGENT serves as a program agent for the SACRAMENTO-
13 YOLO MANPOWER AGENCY, a joint powers agent, to undertake a
14 program under Title II of the Comprehensive Employment and
15 Training Act of 1973.
- 16 2. PROGRAM AGENT desires to retain the services of SUBGRANTEE
17 to aid in the transition of participants in said program in
18 Yolo County to make the transition between subsidized train-
19 ing program participation and unsubsidized full time permanent
20 employment.
- 21 3. SUBGRANTEE desires to provide such services for the following
22 purposes: to aid in such transition and to meet the Yolo
23 County goal of placing 50% of all CETA Title II participants
24 into full time permanent employment, SUBGRANTEE will provide
25 career counseling, and information, training education, pre-
26 employment counseling, vocational inventory testing, job
27 development, job placement, and follow-up services on an
28 individual basis to participants at various stages during and
29 after their county involvement in the Title II program.

30 AGREEMENTS:

- 31 1. SERVICES. In consideration of the covenants of PROGRAM AGENT
32 herein, SUBGRANTEE promises to provide the services described

- 1 in Recital Paragraph 3 above in accordance with the provisions
2 set forth hereinafter and to do so by providing the activities
3 set forth in the Work Statement attached hereto. Micro Fiched
- 4 2. PAYMENT. In consideration of the covenants of SUBGRANTEE
5 herein, PROGRAM AGENT promises to pay to SUBGRANTEE the sum
6 of NINE THOUSAND SIX HUNDRED NINETY-FOUR (\$9,694) DOLLARS in
7 twelve equal installments. The first installment shall be
8 paid upon execution of this agreement and each installment
9 thereafter shall be payable upon the monthly anniversary of
10 the term of this agreement; provided, however, SUBGRANTEE
11 shall make expenditures from some payments only in accordance
12 with the public service program budget attached hereto.
- 13 3. WITHHOLDINGS. PROGRAM AGENT reserves the right to withhold
14 payments from SUBGRANTEE when PROGRAM AGENT determines that
15 SUBGRANTEE is not fulfilling or has not fulfilled the terms
16 of this agreement.
- 17 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
18 this Agreement shall be governed by the provisions of Attach-
19 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
20 subject to the obligations of grantee set forth therein, and
21 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
22 have all the rights of grantee agency set forth therein.
23 Generally it is expected that grant property will be retained
24 and used throughout its useful life in the grant program for
25 which it was acquired or if that program is terminated, or if
26 the property is no longer needed in the program, in any other
27 similar program of SUBGRANTEE, or PROGRAM AGENT.
- 28 5. TERMINATION.
- 29 A. For Cause. If through any cause SUBGRANTEE shall fail to
30 fulfill in timely and proper manner its obligations under
31 this Agreement or if SUBGRANTEE shall violate any of the
32 covenants or stipulations of this Agreement, or if the

1 grant from the U. S. Department of Labor under which this
2 Agreement is made is terminated by the said JOINT POWERS
3 AGENCY, PROGRAM AGENT shall thereupon have the right to
4 terminate this Agreement by giving written notice to SUB-
5 GRANTEE of such termination and specifying the effective
6 date thereof. If SUBGRANTEE is unable or unwilling to
7 comply with such additional conditions as may be lawfully
8 applied by the U. S. Department of Labor to the grant under
9 which this agreement is made, SUBGRANTEE shall terminate
10 this Agreement by giving written notice to PROGRAM AGENT ^{Micro Fiched}
11 signifying the effective date thereof. In the event of
12 termination, all property and finished or unfinished docu-
13 ments, data, studies and reports purchased or prepared by
14 SUBGRANTEE under this Agreement shall, at the option of
15 PROGRAM AGENT, become property of PROGRAM AGENT and SUB-
16 GRANTEE shall be entitled to compensation for any unreim-
17 bursed expenses necessarily incurred in satisfactory per-
18 formance of the agreement. Notwithstanding the above,
19 the SUBGRANTEE shall not be relieved of liability to
20 PROGRAM AGENT for damages sustained by PROGRAM AGENT by
21 virtue of any breach of the agreement by SUBGRANTEE and
22 PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE
23 for the purposes of setoff until such time as the exact
24 amount of damages due PROGRAM AGENT from SUBGRANTEE is
25 agreed upon or otherwise determined.

- 26 B. For Convenience. PROGRAM AGENT may terminate this Agree-
27 ment at any time by giving written notice to SUBGRANTEE
28 of such termination and specifying the effective date
29 thereof, at least 30 days before the effective date of
30 such termination. In that event, all finished or un-
31 finished documents and other materials as described in
32 Paragraph A hereof shall, at the option of PROGRAM AGENT,

1 become its property. If the Agreement is terminated by
2 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
3 an amount which bears the same ratio to the total compensa-
4 tion as the services actually performed bear to the total
5 services of the SUBGRANTEE covered by this Agreement,
6 less payments of compensation previously made: Provided,
7 however, that if less than 60 percent of the services
8 covered by this Agreement have been performed upon the
9 effective date of such termination, the SUBGRANTEE shall
10 be reimbursed (in addition to the above payment) for that
11 portion of the actual out-of-pocket expenses (not other-
12 wise reimbursed under this Agreement) incurred by the
13 SUBGRANTEE during the Agreement Period which are directly
14 attributable to the uncompleted portion of the services
15 covered by this Agreement. If this Agreement is termi-
16 nated due to the fault of the SUBGRANTEE, Paragraph A
17 hereof relative to termination shall apply.

18 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
19 agency or other organization has been employed or retained to
20 solicit or secure this Agreement upon an agreement or under-
21 standing for commission, percentage, brokerage, or contingency
22 fee. For breach or violation of this covenant, PROGRAM AGENT
23 shall have the right to annul this agreement without liability
24 or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, per-
26 centage, brokerage, or contingent fee.

27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
28 ordinances, and codes of the State of California and local
29 governments.

30 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
31 less and defend PROGRAM AGENT, its officers, employees and
32 agents from and against all claims, losses, liabilities, or

1 damages, including attorney fees, arising out of or resulting
2 from the performance of this Agreement, caused in whole or in
3 part by any negligent act or omission of SUBGRANTEE or anyone
4 directly or indirectly employed by SUBGRANTEE, regardless of
5 whether or not it is caused in part by a party indemnified
6 hereunder.

Micro Fiched

- 7 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
8 Federal Government a royalty-free, non-exclusive and irrevocable
9 license throughout the world for government purposes to publish,
10 translate, reproduce, and otherwise use and dispose of, and
11 to authorize others to do so, all data, including reports,
12 patents, copyrights, drawings, blueprints and technical in-
13 formation resulting from the performance of the work under
14 this Agreement. SUBGRANTEE will not include copyrighted
15 matter in the material furnished under this Agreement without
16 written permission from the copyright owner.
- 17 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently
18 has no interest and shall not acquire any interest, direct or
19 indirect, which would conflict in any manner or degree with
20 the performance of services required to be performed under
21 this Agreement. SUBGRANTEE further covenants that in the per-
22 formance of this Agreement no person having any such interest
23 shall be employed.
- 24 11. RIGHT TO REUSE. If, under the provisions of this Agreement,
25 SUBGRANTEE develops any systems analysis products, models,
26 electronic data processing systems, software and related
27 services, SUBGRANTEE agrees that the methods, materials, logic,
28 and systems developed pursuant to this Agreement shall be the
29 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
30 sees fit, including the right to reuse and publish the same
31 without limitation.
- 32 12. FEDERAL AID. If it understood by the parties hereto that

1 neither this Agreement nor any Agreement pursuant hereto shall
2 obligate the Federal Government to enter into any Agreement
3 with SUBGRANTEE or any other entity for Federal financial
4 assistance in connection with this Agreement; or for the
5 planning or undertaking of any work element not included in
6 this Agreement. Any such agreement will be entered into at
7 the sole discretion of the Federal Government.

8 13. GOVERNMENT. It is understood by the parties hereto that the
9 Federal Government will not be obligated or liable to SUB-
10 GRANTEE as a condition of this Agreement.

Micro Fiched

11 14. LEGAL RELATIONSHIP.

12 A. It is herein understood and agreed that SUBGRANTEE is an
13 independent contractor and that no relationship of em-
14 ployer-employee exists between the parties hereto. That
15 SUBGRANTEE shall not be entitled to any benefits available
16 to employees of PROGRAM AGENT. That PROGRAM AGENT is not
17 required to make any deductions from the compensation
18 payable to SUBGRANTEE under the provisions of this Agree-
19 ment; that as an independent contractor, SUBGRANTEE
20 thereby holds PROGRAM AGENT harmless from any and all
21 claims that may be made against PROGRAM AGENT based upon
22 any contention by any third party that an employer-employee
23 relationship exists by reason of this Agreement.

24 B. It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction or
27 PROGRAM AGENT merely as to the result to be accomplished
28 by the services herein agreed to be rendered and performed
29 and not as to the means and methods for accomplishing the
30 result.

31 C. If, in the performance of this Agreement, any third persons
32 are employed as employees of SUBGRANTEE, such persons

1 shall be employed by and shall be entirely and exclusively
2 under direction, supervision and control of said SUB-
3 GRANTEE. All terms of employment of said persons, includ-
4 ing hours, wages, working conditions, discipline, hiring
5 and discharging or any other terms of employment or
6 requirements of law, shall be made by said SUBGRANTEE,
7 and PROGRAM AGENT shall have no right or authority over
8 said persons or the terms of such employment. Micro Fiched
9 D. SUBGRANTEE, as an independent employer, shall be liable
10 and hereby expressly assumes and accepts exclusive
11 liability as an employer under the Federal Insurance Con-
12 tributions Act, the Federal Unemployment Tax Act, Federal
13 Social Security Acts, the Unemployment Compensation Act,
14 or any other Federal or State laws or acts which in any
15 way affect or relate to the relationship of employer and
16 employee, and shall be liable for any Social Security,
17 Unemployment Compensation or other taxes or penalties
18 arising or levied by reason of the employment of such persons
19 employed by it. PROGRAM AGENT shall not be liable for any
20 workmen's compensation or other benefits accruing under
21 any Federal or State law or acts to any persons employed
22 by the said SUBGRANTEE under this Agreement, but such
23 liability, if any, shall be exclusively that of SUBGRANTEE.

24 15. PERSONNEL.

- 25 A. SUBGRANTEE represents that he has, or will secure at his
26 own expense, all personnel required in performing the
27 services under this Agreement. Such personnel shall not be
28 employees of or have any contractual relationship with
29 PROGRAM AGENT.
30 B. All of the services required hereunder will be performed
31 by SUBGRANTEE or under his supervision, and all personnel
32 engaged in the work shall be fully qualified and shall be

1 authorized under State and local law to perform such
2 services.

3 C. None of the work or services covered by this Agreement
4 shall be sub-contracted without the prior written approval
5 of the Auditor of PROGRAM AGENT.

6 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
7 this agreement is not assignable by SUBGRANTEE either in whole
8 or in part. Micro Fiched

9 17. ALTERATIONS. No alteration or variation of the terms of this
10 agreement shall be valid unless made in writing and signed by
11 the parties hereto.

12 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or
13 condition precedent shall not be construed as a waiver on the
14 part of PROGRAM AGENT of any other default, breach or condi-
15 tion precedent, or any other right hereunder.

16 19. SUCCESSORS. This agreement shall bind and inure to the suc-
17 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
18 same manner as if such party had been expressly named herein.

19 20. TIME. Time is the essence of this Agreement.

20 21. SUPPLEMENTAL SUBGRANT. The subgrant set forth in this agree-
21 ment is funded from a portion of a modification to Title II
22 CETA Grant No. 06-5022-21, made by U. S. Department of Labor
23 to the Sacramento-Yolo Manpower Agency. The modification in
24 question was offered by telegram dated September 17, 1974.
25 It was made on certain conditions including the use of the
26 funds for certain specified target groups and approval of
27 definitive terms for performance in relation to the funds.
28 SUBGRANTEE agrees to use the funds subgranted by this agreement
29 only in accordance with the mentioned conditions and definitive
30 terms for performance approved by the U. S. Department of
31 Labor.

32 /////

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the day and year hereinabove set forth.

3 PROGRAM AGENT:

4 COUNTY OF YOLO, a political subdivi-
5 sion of the State of California

6 BY W. E. Henigan

7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

Micro Fiched

9 LAURENCE P. HENIGAN, CLERK

10 BY Pete E. Lucas

11 DEPUTY

12 (SEAL)

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17 SUBGRANTEE:

18 Jack L. Patton
19 COUNTY SUPERINTENDENT OF SCHOOLS.
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PUBLIC SERVICE PROGRAM
Yolo County Schools Outreach Worker (PSP)

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ANNUAL BASIS

2100	\$600 x 12 months	\$7200.0
3200	Public Employee Retirement Fund (7.4%)	\$ 533
3300	OASDI (5.85%)	\$ 421
3420	Health	\$ 780
3500	State Unemployment Insurance	\$ 36
3600	Workmans Compensation	<u>\$ 48</u>
		9018
2300	Accountant/Secretary (71/2%)	<u>676</u>
		\$9,694